

Issue date: Thursday, January 19, 2006



# **REQUEST FOR PROPOSALS**

## **No. 0806005S400**

### **NOTICE TO VENDORS**

The [Iowa Department of Administrative Services, GSE](#)

Will be receiving sealed proposals until **3:00 P.M. CT, March 2, 2006** for a

### **Service Contract to Assist with Implementation of an IT Enterprise**

### **SERVICE-ORIENTED ARCHITECTURE (SOA)**

Late proposals will not be considered. For information regarding this notice, and throughout the competitive acquisition process, interested service providers shall contact only the issuing officer:

Ashley Super, Purchasing Agent III  
Iowa Department of Administrative Services  
GSE Purchasing Division  
Hoover State Office Building –Level A  
Des Moines, Iowa 50319-0105  
Phone: 515-281-7073  
Fax: 515-242-5974  
E-mail: [Ashley.Super@iowa.gov](mailto:Ashley.Super@iowa.gov)

## TABLE OF CONTENTS

---

CHAPTER 1 - ADMINISTRATIVE ISSUES.....	Page 3
CHAPTER 2 – CONTRACTURAL TERMS AND CONDITIONS.....	Page 12
CHAPTER 3 – MANDATORY SERVICE REQUIREMENTS.....	Page 15
CHAPTER 4 - PROPOSAL FORMAT AND EVALUATION CRITERIA.....	Page 25
CHAPTER 5 – RESPONSE FORMS.....	Page 30
ATTACHMENTS	
Attachment 1: Proposal Certification.....	Page 41
Attachment 2: Cert of Independence and No Conflict of Interest.....	Page 42
Attachment 3: Cert Regarding Debarment, Suspension, and Ineligibility.....	Page 43
Attachment 4: Authorization to Release Information.....	Page 45
Attachment 5: Certification of Confidentiality.....	Page 46
Attachment 6: Certification on Collection of State Sales Tax.....	Page 47
Attachment 7: State of Iowa Service Contract.....	Page 48
EXHIBITS	
Exhibit A: State Enterprise Security Policy Guidelines.....	Page 69
Exhibit B: JCIO Agencies for Proof of Concept Plan .....	Page 78
Exhibit C: Summary of JCIO Survey of Current Information Sharing Applications and Systems.....	Page 79

**VENDORS ARE CAUTIONED TO FOLLOW ALL DIRECTIONS  
IN THIS RFP OR RISK DISQUALIFICATION**

**CHAPTER 1**  
**ADMINISTRATIVE ISSUES**  
**TABLE OF CONTENTS**

---

<b><u>SECTION</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
1.0	Purpose and Background.....	4
1.1	Schedule of Events.....	4
1.2	Inquiries and Communication.....	5
1.3	Preparation of the Proposal.....	6
1.4	Economy of Presentation.....	6
1.5	Cost of Preparing the Proposal.....	7
1.6	Amendment to RFP, Proposal and Withdrawal of Proposals.....	7
1.7	Rejection of Proposals.....	7
1.8	Proposal Obligations.....	8
1.9	Date, Time and Place to Submit Proposal.....	8
1.10	Certification of Independence and No Conflict of Interest.....	8
1.11	Proposal Announcement.....	8
1.12	Public Records and Request for Confidentiality.....	8
1.13	Proposal Property of the State .....	9
1.14	Proposal Evaluation and Award.....	9
1.15	Gratuities.....	9
1.16	Conflict between Terms.....	10
1.17	Iowa Statutes and Rules.....	10
1.18	News Releases.....	10
1.19	Copy Rights.....	10
1.20	Release of Claims.....	10
1.21	Vendor Qualification.....	10
1.22	Award Notice.....	10
1.23	Appeals.....	11
1.24	Miscellaneous.....	11

## CHAPTER 1 – ADMINISTRATIVE ISSUES

### 1.0 – Purpose and Background

The purpose of this RFP is to solicit proposals from qualified vendors wishing to contract with the State of Iowa to develop a proof of concept plan, provide training, recommend best practices, and develop an expansion plan for an IT Enterprise SERVICE-ORIENTED ARCHITECTURE (SOA). This RFP is designed to provide any and all vendors with the information necessary for the preparation of the competitive proposals.

The State is seeking, via this Request for Proposal, to initiate the development of a Service-Oriented Architecture to be named the Executive Branch Service Oriented Architecture (EBSOA). To gain an understanding and necessary expertise, the State has commissioned this Request for Proposal. Assisting the State is an informal group of agencies representing eleven agencies. This group is referred to as the [Joint Council of Chief Information Officers](#) (JCIO).

This RFP requires the training of staff and recommendations of practices to allow participating agencies to evaluate the benefits and costs associated with the enhanced sharing of information through the use of a Service-Oriented Architecture utilizing Web Services (SOA/WS). The training component shall provide agency representatives the knowledge to continue the design and implementation of further initiatives in information sharing under a SOA/WS.

The EBSOA project shall provide the necessary training to support a SOA/WS, provide the State a means to evaluate the benefits to the enterprise for further data sharing through a SOA/WS, develop best practices for an EBSOA, and a guide the expansion of the EBSOA. This project will enable the State to establish effective means for evaluating SOA/WS requirements for future applications under consideration by the executive branch agencies.

There are four major deliverables (below) of the contract resulting from this RFP that are to be supplied by the vendor:

1. EBSOA Training
2. EBSOA Proof of Concept Plan
3. EBSOA Recommendations and Best Practices for Implementation Standards
4. EBSOA Recommended Expansion Plan

Vendors should be aware of the limitations of the project scope, timeline and state resources participating when completing their proposal. As noted, the proposal is limited in scope to allow the state to gain sufficient knowledge of the principles and activities required to further implement the SOA/WS during the third quarter of calendar year 2006.

### 1.1 – Schedule of Events

- A. All serious prospective vendors are invited to a **Vendor's Conference** to be held at **9:00 AM CT on Tuesday, February 7, 2006** in Conference Rooms 2 and 3, B Level, Hoover State Office Building, Des Moines, Iowa. Attendance at the vendor's conference is not a mandatory condition to submit a proposal; however, attendance is highly advisable as each vendor is responsible for determining all factors necessary for submission of a comprehensive proposal. The conference

will not be recorded. Nothing orally said at the conference is binding on the State. Please RSVP to the issuing officer as soon as possible prior to February 7.

- B. Prospective Vendors are invited to submit **written questions** and/or requests for interpretation or clarification concerning this RFP. The State must receive questions & requests for interpretation or clarification by **February 10, 2006**. Prospective Vendors may deliver questions by courier, fax, mail, or preferably via email only to the issuing officer.
- C. Prospective Vendors **must** submit a written 'Intent to Propose' letter by **February 10, 2006**. Submitting an 'Intent to Propose' does not obligate the vendor to submit a proposal.

**NOTE: Cost Proposals for this contract can not exceed \$ 170,000.00.**

**Proposals received from vendors who have not submitted the required written "Intent to Propose" letter shall not be opened or considered.**

The written 'Intent to Propose' must include the company name, mailing address, phone number, fax number and email address of the vendor's main contact for communications regarding this RFP. Prospective Vendors may deliver their 'Intent to Propose' by courier, fax, mail, or preferably via email and only to the issuing officer.

- D. The State will issue written responses to written questions and requests for interpretation or clarifications regarding the RFP that were submitted in a timely manner. The written responses will be sent to all Vendors who have submitted 'Intent to Propose'. The written response will be issued by amendment to the RFP no later than the close of business February 14, 2006.
- E. Proposals shall be received by the Department of Administrative Services, GSE, Purchasing Division no later than **3:00 P.M. CT, March 2, 2006**. Proposals received after the due date and time shall not be considered. Late proposals shall be returned unopened to the sender.

**Summary of Schedule of Events:**

<b>Event</b>	<b>Date</b>
A. Optional Vendor's Conference	9:00 AM CT, Tuesday, February 7, 2006
B. Written Questions Due:	Friday, February 10, 2006
C. Mandatory Intent to Propose Due:	Friday, February 10, 2006
D. Answers to Written Questions:	Tuesday, February 14, 2006
E. Proposals Due:	3:00 P.M. CT, March 2, 2006

- F. Proposals must be held firm and irrevocable, and may not be withdrawn by prospective Vendors for a period of ninety (90) days following the due date. In the event that the State and the successful Vendor are negotiating an agreement on or after the ninety (90) days have elapsed from the date of the notice of intent to award or the date on which any appeals relative to this procurement are resolved, whichever is later, the Vendor agrees to hold its offer firm pending execution of an agreement with the State.

## 1.2 – Inquiries and Communications

- A. All inquiries and communications concerning this RFP shall be submitted in writing only to the issuing officer:

Ashley Super, Purchasing Agent III  
Iowa Department of Administrative Services  
GSE Purchasing, 1305 East Walnut Street  
Hoover State Office Building – Level A  
Des Moines, Iowa 50319-0105  
Phone: 515-281-7073 Fax: 515-242-5974  
E-mail: [Ashley.Super@iowa.gov](mailto:Ashley.Super@iowa.gov)

- B. During the procurement, including any period of evaluation, the Vendors shall contact only the issuing officer regarding this RFP. Discussing the RFP with any other State employee until the State issues a Notice of Intent to Award may result in disqualification.
- C. In NO CASE shall verbal communications override written communications. Only written communications are binding on the State.
- D. The State assumes no responsibility for representations concerning conditions made by its officers or employees prior to the execution of a legal contract, unless such representations are specifically incorporated into this RFP or written addenda to the RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of the RFP unless confirmed in writing. Any information provided by the Vendor verbally shall not be considered part of that Vendor's proposal. Only written communications from the Vendor and received by the State shall be accepted.

## 1.3 – Preparation of the Proposal

The "Official Proposal" must be typewritten. Changes must be lined out and initialed. The proposal format set forth in Chapter 4 shall be followed. All answers that are given to the questions asked in the RFP are subject to verification. Misleading, conflicting and/or inaccurate answers shall be grounds for disqualification at any stage in the procurement process.

The "Official Proposal" package containing the original signatures and fifteen (15) printed copies, plus one electronic copy on CD, shall be delivered in sealed package(s). All packages shall be clearly labeled with the following information:

- Vendor's Name and Address
- RFP No.
- Proposal Due Date
- Issuing Officer's Name

## 1.4 – Economy of Presentation

Proposals shall not contain promotional or display materials. Proposals must address the technical requirements. All questions posed by the request for proposal must be answered concisely and clearly.

### **1.5 – Costs of Preparing the Bid Proposal**

The costs of preparation and delivery of the proposal are solely the responsibility of the Vendor.

### **1.6 – Amendment to the RFP and Bid Proposal and Withdrawal of Proposals**

The State reserves the right to amend the RFP at any time. The Vendor shall acknowledge receipt of an amendment in its proposal.

The Vendor may amend its proposal at any time prior to the due date of proposals. The amendment must be in writing, signed by the vendor and received prior to the time set for the receipt of proposals. Electronic mail and faxed amendments will not be accepted.

Upon written notice to the Issuing Officer, Vendors may withdraw, modify, or resubmit proposals at any time prior to the time set for the receipt of proposals. Electronic mail and faxed requests to withdraw proposals will not be accepted.

### **1.7 – Rejection of Proposals**

The State will reject any proposal outright and not evaluated for any of the following reasons:

- a) The vendor fails to deliver the bid proposal by the due date and time.
- b) The vendor fails to deliver the cost proposal in a separate envelope.
- c) The cost proposal exceeds \$170,000.00.
- d) The vendor states that a service requirement cannot be met.
- e) The vendor's response materially changes a service requirement.
- f) The vendor initiates unauthorized contact regarding the RFP with state employees.
- g) The vendor provides misleading, conflicting or inaccurate responses.

In addition, the State reserves the right to accept or reject any part of any proposal, and to accept or reject any or all proposals without penalty. Any proposal may also be rejected outright for any one of the following reasons:

- a) The vendor's response limits the rights of the State.
- b) The vendor consistently fails to timely include information necessary to substantiate that it will be able to meet service requirements and necessary for the proposal to be adequately evaluated. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.
- c) The vendor fails to timely respond to the State's request for information, documents, or references.
- d) The vendor fails to timely include any signature, certification, authorization, stipulation, disclosure or guarantee requested.
- e) The vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.

## **1.8 – Proposal Obligations**

The content of the proposal and any clarification thereto submitted by the successful Vendor shall become a part of the contractual obligation and incorporated by reference into the ensuing contract(s).

## **1.9 – Date, Time and Place to Submit Proposal**

The “Official Proposal” shall be completed in the required format. One (1) original “Official Proposal” and fifteen (15) printed copies of the “Official Proposal”, plus one electronic copy on CD, shall be received by:

Ashley Super, Purchasing Agent III  
Iowa Department of Administrative Services  
GSE Purchasing  
Hoover State Office Building – Level A  
Des Moines, Iowa 50319-0105

The “Official Proposal” and copies shall be received no later than 3:00 P.M. CT, March 2, 2006. Proposals that are not submitted on time will be rejected, remain unopened, and not evaluated.

## **1.10 – Certification of Independence and No Conflict of Interest**

By submission of a response to this RFP, the Vendor certifies that the proposal was developed independently. The Vendor also certifies that no relationship exists or will exist during the contract period between the Vendor and the State that interferes with fair competition or is a conflict of interest. The State reserves the right to reject a proposal or cancel the award if, in its sole discretion, any relationship exists that could interfere with fair competition or conflict with the interests of the State. See Attachments 1 and 2.

## **1.11 – Proposal Announcement**

The names of the Vendors who submitted proposals within the time frame permitted will be immediately available after the proposal due date to any person who requests such information. The announcement of names of Vendors who submitted a proposal **does not** mean that an individual proposal has been deemed technically compliant and therefore is accepted for evaluation.

## **1.12 – Public Records and Requests for Confidentiality**

- A. Before the Notice of Intent to Award is issued all details of proposals and scoring remain confidential. Upon issuance of a Notice of Intent to Award all proposals and scoring immediately become public information. The release of information by the State to the public is subject to Iowa Code Chapter 22 or other applicable law. Vendors are encouraged to familiarize themselves with these provisions prior to submitting a bid proposal. The State may treat all information submitted by a Vendor as public information unless the Vendor properly requests that information be treated as confidential at the time of submitting the proposal.
- B. Any requests for confidential treatment of information must be included in a cover letter with the Vendor’s proposal and must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law which support treatment of the material as confidential and must indicate why disclosure is not in the best interests of the public. The request must also include the name,



address, and telephone number of the person authorized by the Vendor to respond to any inquiries by the State concerning the confidential status of the materials.

- C. Any documents submitted which contain confidential information must be marked on the outside as containing confidential information, and each page upon which confidential information appears must be marked as containing confidential information. The confidential information must be clearly identifiable to the reader wherever it appears. All copies of the proposal submitted, as well as the original proposal, must be marked in this manner.
- D. In addition to marking the material as confidential material where it appears, the Vendor must submit one hard copy, and one electronic copy on CD, of the proposal and both marked '**Public Copy**' from which the confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the document as possible. The 'Public Copy' be submitted with the cover letter and will be made available for public inspection.
- E. An entire proposal cannot be marked confidential. Only those sections that meet the criteria in Iowa Code Chapter 22 for confidentiality may be marked confidential. Information. Costs that will be incorporated into any resulting contract can not be deemed confidential.
- F. The Vendor's failure to request confidential treatment of material pursuant to this section and the relevant laws and administrative rules will be deemed by the State as a waiver of any right to confidentiality which the Vendor may have had.

### **1.13 – Proposal Property of the State**

All proposals become the property of the State of Iowa and shall not be returned to the Vendor unless all proposals are rejected. In the event all proposals are rejected, Vendors will be asked to send prepaid shipping instruments to the State for return of the proposals submitted. In the event no shipping instruments are received by the State, the proposals will be destroyed by the State. Additionally, the evaluation documents created by the State will be destroyed in the event all proposals are rejected. Otherwise, at the conclusion of the selection process, the contents of all proposals will be placed in the public domain and be opened to inspection by interested parties subject to the exceptions provided in Iowa Code Chapter 22 or other applicable law.

### **1.14 – Proposal Evaluation and Award**

All proposals submitted shall be evaluated in accordance with the requirements set forth in Chapter 4 of this RFP. Any contract resulting from this RFP shall not necessarily be awarded to the Vendor with the lowest prices. Instead, this contract shall be awarded to the compliant Vendor who has the greatest number of points awarded as a result of the evaluation process.

### **1.15 – Gratuities**

The laws of Iowa provide that it is a felony to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violations of this statute will be turned over to the proper prosecuting attorney.

### **1.16 – Conflicts between Terms**

The State reserves the right to accept or reject any exceptions taken by the Vendor to the terms and conditions of this RFP. Should the Vendor take exception to the terms and conditions required by the State, the Vendor's exceptions may be rejected and the entire proposal declared non-responsive. The State may elect to negotiate with Vendor regarding contract terms that do not materially alter the substantive requirements of the RFP or the contents of the Vendor's proposal.

### **1.17 – Iowa Statutes and Rules**

Iowa Code Chapter 105, Iowa Administrative Code, contain policies and procedures for the State of Iowa procurement under which this RFP is issued. The terms and conditions of this RFP, the resulting contract or activities based upon this RFP shall be construed in accordance with the laws of Iowa.

### **1.18 – News Releases**

News releases or other materials made available to the public, the Vendor's clients or potential clients pertaining to this procurement or any part of the proposal shall not be made without the prior written approval of the Iowa Department of Administrative Services, GSE – Purchasing Division.

### **1.19 – Copy Rights**

By submitting a proposal the Vendor agrees that the State may copy the proposal for the purposes of facilitating the evaluation or to respond to requests for public records. The vendor consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party. The State will have the right to use ideas or adaptations of ideas, which are presented in the proposals.

### **1.20 – Release of Claims**

With the submission of a proposal, each Vendor agrees that it will not bring any claim or have cause of action against the State of Iowa based on any misunderstanding concerning the information provided herein or concerning the State's failure, negligent or otherwise, to provide the Vendor with pertinent information as intended by this RFP.

### **1.21 – Vendor Qualification Requirement**

Prior to execution of a contract with a successful Vendor, the successful Vendor must be qualified to do business with the State of Iowa by registering with the Department of Administrative Services at [http://das.gse.iowa.gov/gen\\_info/vendor\\_reg.html](http://das.gse.iowa.gov/gen_info/vendor_reg.html) and with The Secretary of State at <http://www.sos.state.ia.us/business/form.html> as applicable.

### **1.22 -- Award Notice and Acceptance Period**

A Notice of Intent to Award the contract will be forwarded to all vendors submitting a timely proposal. After the announcement of the apparent successful vendor, negotiation and execution of the contract shall commence. If the apparent successful vendor fails to negotiate and deliver an executed contract within 90 days from the date of award, the State, in its sole discretion, may cancel the award and award the contract to the next highest ranked vendor or withdraw the RFP. Before the Notice of Intent to Award is issued all

details of proposals and scoring remain confidential. Not before but after the Notice of Intent to Award is issued all proposals and scoring will immediately become public information pursuant to section 1.12.

### **1.23 -- Time Period within which to file an Appeal**

A vendor whose proposal has been timely filed and who is aggrieved by the award of the department may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 105.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the issuing officer. The notice must be filed within five days of the date of the Intent to Award notice issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.242.5974. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and / or the notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful vendor.

### **1.24 – Miscellaneous**

- A. The State reserves the right to accept or reject any part of any proposal and to accept or reject any or all proposals without penalty.
- B. The State reserves the right to waive minor deficiencies and informalities if, in the judgment of the State, its best interest will be served.
- C. The State reserves the right to make a written request for additional information from a vendor to assist in understanding or clarifying a proposal. Any information received shall not be considered in the evaluation of the Vendor's proposal if it materially alters the content of the proposal.
- D. The terms and provisions of this RFP shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this RFP shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum.
- E. The State reserves the right to obtain and consider information from other sources concerning a vendor, such as the vendor's capability and performance under other contracts.

End of Chapter One

**CHAPTER 2**  
**CONTRACTURAL TERMS AND CONDITIONS**  
**TABLE OF CONTENTS**

---

2.0	Preface.....	Page 13
2.1	Acceptance of Terms and Conditions.....	Page 13
2.2	Agreement Term and Renewals.....	Page 13
2.3	Ownership of Deliverables.....	Page 13
2.4	No Limitation of Liability.....	Page 14
2.5	Accounting System Audit.....	Page 14
	See also Attachment 7 – Proposed Services Agreement.....	Page 48

## **CHAPTER 2 – CONTRACTURAL TERMS AND CONDITIONS**

### **2.0 Preface**

Any contract(s) resulting from this RFP between the State and the successful vendor shall be a combination of the specifications, terms and conditions of the Request for Proposal, including the terms and conditions stated in RFP Attachment 7, the offer of the vendor contained in the vendor's proposal, written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary or acceptable by the State.

The contract terms contained in Attachment 7 are not intended to be a complete listing of all contract terms but are provided only to enable vendors to better evaluate the costs associated with the RFP and the potential resulting contract. Vendors should plan on such terms being included in any contract awarded as a result of this RFP. All costs associated with complying with these requirements should be included in the cost proposal or any pricing quoted by the vendor.

Any resulting contract will publicly available in accordance with all Public Record Laws of the State of Iowa.

### **2.1 Acceptance of Terms and Conditions**

By submitting a proposal, each vendor acknowledges its acceptance of the specifications, terms and conditions contained in this RFP, including those contained in Attachment 7, without change except as otherwise expressly stated in its proposal. If a vendor takes exception to a provision, it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by the State, as determined in its sole discretion, resulting in possible disqualification of the vendor's proposal. A vendor's failure to state an exception to any provision and propose alternative language may be deemed by the State to constitute vendor's acceptance thereof. The State reserves the right to refuse to enter into a contract with the successful vendor for any reason, even after delivery of notice of selection or intent to award a contract.

The terms and conditions as stated herein relate only to this RFP, and do not extend to other or future contracts a prospective Vendor may currently have or may have in the future with the State, nor do the terms and conditions as stated herein relate to any other State procurement which may be in process.

### **2.2 Agreement Term and Renewals**

The term of this Agreement is for 12 months, unless terminated earlier in accordance with the terms of this Agreement. The effective date of the resulting contract shall be the date by which both parties had signed the agreement and shall expire one year following execution. At least thirty days prior to expiration, with the mutual consent of both parties, the contract may be renewed for another one year period to accommodate completion of all deliverables. The State reserves the option to renew as needed, not to exceed a total term of six years from date of original execution plus any transition period.

### **2.3 Ownership of Deliverables**

By submitting a proposal, each vendor agrees that all materials, work product and other deliverables (the "Deliverables") to be produced or provided under this contract and all intellectual property rights in or related to the Deliverables shall become and remain the sole and exclusive property of the State, except

for any deliverables, such as commercial off-the-shelf software (COTS) that the state agrees will be subject to a license. The successful vendor will be required to assign all right, title and interest in and to all Deliverables that will be owned by the State. As the owner of such Deliverables and related intellectual property rights, the State may, without limitation: (i) obtain and hold copyrights, patents or such other registrations or intellectual property protections with respect to the Deliverables as may be desirable or appropriate, (ii) adapt, change, modify, edit or use the Deliverables as the State sees fit, including in combination with the works of others, (iii) prepare derivative works based on the Deliverables and publish, display and distribute any Deliverable(s) in any medium, and (iv) sell, license, sublicense, lease, or permit others to use the Deliverables and any intellectual property rights therein or related thereto, all without payment of any additional compensation to vendor.

## **2.4 No Limitation of Liability**

Any contract(s) resulting from this RFP and entered into between the state and the successful vendor will not contain any provisions that: (1) limit the liability of the successful vendor (or any approved subcontractor) for breach of contract, breach of warranty, misrepresentation, bad faith, fraud, indemnity, tort, negligence, gross negligence, strict liability, or any other claim or cause of action; (2) limit the liability of the successful vendor (or any approved subcontractor) for any type of damages or loss, including, without limitation, consequential, indirect, incidental, special, and exemplary damages; (3) limit or cap the total liability of the successful vendor (e.g., a liability cap or ceiling equal to the value of the contract or a multiple thereof); (4) limit the rights or remedies of the state; or (5) disclaim any representations, warranties, conditions or guarantees, whether express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose, non-infringement, title and any warranties arising by statute or out of course of dealing, course of performance or usage of trade. The foregoing is considered a material term and condition of the RFP not subject to negotiation or Vendor exception.

## **2.5 Accounting System Audit**

Prior to signing a service contract which exceeds \$150,000.00, the department/agency shall obtain from the Auditor of State a certification stating that the vendor has an accounting system adequate to effect compliance with the terms and conditions of the contract. The vendor may be required to submit to an audit, if necessary, and shall pay for the audit. Ref: Iowa Code Section 11.36.

<http://www.legis.state.ia.us/IACODE/2003SUPPLEMENT/11/36.html>

End of Chapter Two

## CHAPTER 3

### MANDATORY REQUIREMENTS

#### TABLE OF CONTENTS

---

<b><u>SECTION</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
3.0	INTRODUCTION.....	16
3.1	MANDATORY REQUIREMENTS.....	16
A.	PROPOSAL REQUIREMENTS.....	16
1.	PROCESS SUMMARY .....	16
2.	TRAINING & MENTORING SUMMARY.....	16
3.	EBSOA WORK PLAN.....	16
4.	QUALIFICATIONS / EXPERIENCE / REFERENCES.....	17
5.	PROJECT MGRS AND STAFF INFO.....	17
6.	VENDOR INFORMATION.....	18
B.	MANDATORY PROJECT RESPONSIBILITIES & REQUIREMENTS.....	18
1.	GENERAL REQUIREMENTS.....	18
2.	EBSOA TRAINING.....	19
3.	EBSOA PROOF OF CONCEPT PLAN.....	20
4.	EBSOA IMPLEMENTATION STANDARDS.....	23
5.	EBSOA RECOMMENDED EXPANSION PLAN.....	23

## CHAPTER 3

### REQUIRED PROPOSAL CONTENT AND REQUIREMENTS

---

#### 3.0 INTRODUCTION

The purpose of this section is to identify the mandatory requirements and conditions a proposal shall fulfill before any consideration will be given. Each statement requires a positive response by providing confirmation and/or the information requested. Proposals shall describe in detail how your proposal complies with each mandatory requirement.

#### 3.1 MANDATORY REQUIREMENTS

**A. PROPOSAL REQUIREMENTS** - Proposals shall meet the mandatory requirements detailed below and provide the requested information:

- 1. Process Summary** -The vendor shall provide a brief (no more than ten pages) Process Model which explains the process to complete all project tasks, provide all deliverables, obtain the State's acceptance, and why the approach best supports the requirements of the Request for Proposal.
- 2. Training and Mentoring Summary** - The vendor shall provide a brief (no more than 5 pages) description of training and mentoring that will be provided to meet the requirements of the Request for Proposal.
- 3. EBSOA Work Plan** - Vendor proposals shall include a detailed Work Plan (no more than 25 pages) explaining how the vendor intends to complete all tasks and obtain the State's acceptance of all deliverables. The Work Plan shall include, but is not limited to:
  - a. A statement of project understanding.
  - b. Comprehension and compliance with each provision of the RFP and affirmation that deliverables shall satisfy the RFP requirements in all material respects and be fit for such intended uses.
  - c. Understanding of the State's requirements and intended use of the EBSOA as set forth in the RFP.
  - d. A detailed schedule of tasks, beginning with a Project Kickoff/Initiation meeting and ending with a Project Closure meeting, based on the number of hours, days and/or weeks required for completing all requirements, tasks and deliverables of the contract resulting from this RFP, specifying start and end dates for each task, and having "Final Drafts of all deliverables submitted to the SOA Technical Committee for approval not later than June 1, 2006.
  - e. A detailed breakdown of the work structure, including activities, tasks, performance review, **payment milestones** / criteria, (do not show costs within the technical proposal) and objectives to provide the services and deliverables required to complete all project tasks, provide all deliverables, obtain the State's acceptance.



- f. Articulate the approach to coordinating the responsibilities of the State staff with those of the vendor/sub-contractor to ensure overall project success and to ensure knowledge transfer occurs.
- g. The vendor shall describe what methodology, tools, standards and/or procedures will be used to obtain acceptance of the conditions and deliverables of the contract.
- h. A description of how the Project shall be managed, prioritized, and controlled. This shall include the Project management structure (with organizational chart) and the method of Project status reporting.
- i. Project Change Control Plan for controlling the project and prioritizing State and Vendor change requests.
- j. The Vendor shall include and fully articulate the following items in the proposal:
  - 1) An example and format of the Status Report that will be used throughout the contract.
  - 2) An Acceptance Plan for obtaining State's acceptance of each deliverable.

**4. General qualifications and experience of the vendor firm:**

- a. The vendor shall provide basic corporate and sub-contractor information to include, but not be limited to, ownership, size, relationship with larger owner, financial resources, date of incorporation, and staffing locations.
- b. The vendor shall have successfully delivered at least one (1) SOA/WS similar in size and scale to this project, and include at least three (3) references (with project name and location, contact person with telephone and FAX numbers and email address) in the proposal. The vendor shall provide a detailed description of successfully implemented SOA/WS projects.

**5. Vendor Project Managers and Staff information:**

- a. The vendor's Project Manager and Staff shall be qualified to perform the tasks required and to assure timely achievement of tasks and milestones.
- b. The Project Manager and Staff shall be identified in the proposal. Vendor's Project Managers and Staff shall not be substituted without prior written approval of the State's Project Manager.
- c. Proposals shall include resumes for the vendor's Project Manager and Staff, and shall, at a minimum, include the following:
  - 1) Academic background and degrees.
  - 2) Professional certifications.
  - 3) Previous participation and experience in system implementation and associated aspects.
  - 4) Previous experience with management of sub-contractor staff.

- 5) At least three (3) business / professional references to include: names of contacts, titles, addresses, telephone and FAX numbers and email addresses.
  - 6) Availability of time for this project.
  - d. The State reserves the right to review and/or remove vendor / sub-contractor personnel prior and/or during their assignment and to request changes of selected personnel after their assignment.
  - e. Vendor shall have all personnel having access to State's proprietary software, programs, procedures, data, or data entrusted to the State, sign Confidentiality agreements and Non-disclosure agreements.
- 6. Vendor Information:** Proposals must indicate if during the last three (3) years, the vendor, a subsidiary or intermediary company or holding company had any of the following occurrences. If so, the vendor must state the details of the occurrence.
1. Had a contract terminated for default;
  2. Been assessed any penalties under any existing or past contracts with the State of Iowa or other governmental entities;
  3. Been the subject of any order, judgment or decree of any federal or state authority barring, suspending or otherwise limiting the right of the Contractor to engage in any business, practice or activity;
  4. Had trading in the stock of the company suspended.

## **B. MANDATORY PROJECT RESPONSIBILITIES and REQUIREMENTS**

### **1. General Requirements:**

- a. The Vendor shall, as necessary, participate in meetings scheduled by the State's Project Manager and/or SOA Technical Committee.
- b. The Vendor shall submit weekly reports of project status with a schedule of activities, action items, risk factors and options to minimize risks, and progress of all completed, ongoing, and planned project activities. These reports shall summarize any outstanding project issues or obstacles and detail any proposed deviations from planned activities, schedules or staffing. Vendor shall specify who the responsible personnel are for each activity, action item, tasks, and expected date of completion. These reports shall be in the format described in 3.1.A.3.k.1, above
- c. The Vendor shall deliver all documentation, including but not limited to work papers, interview reports, etc. for review and acceptance by the State SOA Technical Committee throughout the project. Copies of these documents will be submitted on CD in electronic MS Office (MS Word, MS Excel, etc) format, The State may grant acceptance, reject portions of or the complete document, request vendor revisions be made or other appropriate action.

- d. Deliverables shall meet the State Enterprise Security Policy Guidelines and may impose more stringent requirements (see Exhibit A).
- e. The vendor shall address and recommend a uniform and enterprise-wide data standard for use in all further deliverables. Those standards shall:
  - 1) Address any issues identified regarding the differences in data.
  - 2) Articulate the business process associated with data standards issues.
- f. All EBSOA contract requirements, tasks and deliverables shall be completed by the vendor and submitted to the SOA Technical Committee for acceptance. The SOA Technical Committee will evaluate vendor's services and deliverables and authorize payment upon, and in the sole opinion of the SOA Technical Committee, acceptable performance and completion of payment milestones. The State shall retain ten percent (10%) of each milestone payment (3.1.A.3.f) and the entire final payment until the SOA Technical Committee has approved and accepted all tasks and deliverables of the contract relating to the RFP. The SOA Technical Committee may grant acceptance, reject portions of a deliverable(s) and/or reject the complete deliverable(s), request revisions be made to a deliverable(s), or other appropriate action. All tasks must be completed and all deliverables submitted to the SOA Technical Committee for approval not later than June 1, 2006.
- g. The Proof of Concept Plan shall be focused on the selected JCIO agencies (see Exhibit B - JCIO Agencies for Proof of Concept Plan) and systems (see Exhibit C- Summary of JCIO Survey of Current Information Sharing Applications and Systems).

## 2. **EBSOA Training:**

- a. The vendor shall develop and conduct training and mentoring for non IT and IT policy-level individuals, managers and administrators, giving them at a minimum an overview describing the SOA process and guiding them in the development of the SOA.
- b. The vendor shall develop and conduct SOA training containing components to enable state technology staff to improve their capability to further SOA development and permit the expansion of the recommendations to other projects.
  - 1) The training shall document how to gather business requirements and develop applications with web services.
  - 2) The training shall detail how to build the service repository and the process for requesting data from it and maintaining it.
  - 3) The training shall document how to create web services architecture (network infrastructure).
  - 4) The training shall document when to use SOA/WS web services.

- 5) The training shall include test design and execution to facilitate the deployment of highly-functional and highly-available systems.
- 6) If Appropriate, and upon mutual consent of the vendor and State's Project Manager, the vendor shall begin the EBSOA Proof of Concept Plan described in 3.1.B.3 prior to completion of EBSOA Training. The vendor will develop a mentoring plan to allow for further skill transfer during the term of the contract.
- 1) The vendor shall recommend the type of training sessions, the duration and attendees for those training sessions. Vendor shall describe the benefits of the training. The vendor shall ensure that IT and non-IT administration and managers receive training tailored to their specific roles in addition to technical staff and architects training.

### **3. EBSOA Proof of Concept Plan:**

The vendor shall develop and deliver an Executive Branch Information System (EBSOA) Proof of Concept Plan as described below. The Plan will require the approval of the SOA Technical Committee.

- a. The EBSOA Proof of Concept Plan shall define appropriate strategies, processes and technologies for publishing of services necessary for interoperation of existing executive branch information systems utilizing Web Services. At a minimum, the EBSOA Proof of Concept Plan shall include:
  - 1) Best practices and data models for an SOA based on web services (WS), scalable for a federated organization.
  - 2) Inventories of data currently shared and the rules associated with sharing the data.
  - 3) Processes and applicable templates for further defining data entities and business rules for data sharing to enable the SOA/WS
  - 4) Documentation of and explanation for the:
    - i. Architecture for publishing of services (service bus)
    - ii. Methodology for requesting services and maintaining the service repository.
    - iii. Metadata of the data being exchanged, clearly defining the data and how it is currently used and including the potential use by others outside the lawful custodians of the data.
- b. The EBSOA Proof of Concept Plan shall be compatible with the architecture of the agencies identified. The EBSOA Proof of Concept Plan shall address compatibility with the state's Criminal Justice

Information System (CJIS) Architecture plan and other state agency data sharing standards.

- c. The Proof of Concept Plan shall identify technical dependencies on third-party components or services, and indicate whether each is proprietary (closed-source) or open-source in nature. The Plan shall also identify each dependency's licensing model (proprietary, GPL or other) and cost structure.
- d. The EBSOA Proof of Concept Plan shall ensure the protection of legally privileged information
- e. Architecture & Technology Requirements.

Within the EBSOA Proof of Concept Plan, the vendor shall provide a description of the interoperability necessary for initial implementation to be successful:

- 1) The EBSOA Proof of Concept Plan shall evaluate potential interoperability solutions via web-based technologies. The EBSOA Proof of Concept Plan shall address web services, management access and control security, confidentiality, and networking. The EBSOA Proof of Concept Plan may include other functionality and requirements the vendor feels essential or important for successful implementation.
- 2) The vendor shall develop and document a conceptual design in the EBSOA Proof of Concept Plan for technologies to support access and control for information exchange, using existing applications and operating environments.

f. Web Services

- 1) The vendor shall recommend a web services solution for the EBSOA Proof of Concept Plan. Vendors may propose more than one solution for web services depending upon the needs of the supported agency. However, each solution proposed shall be based on an open architecture or the affected agency's supported architecture.
- 2) The EBSOA Proof of Concept Plan shall include options, criteria and guidelines for applying synchronous versus asynchronous messaging functions to facilitate the information sharing between JCIO agencies.
- 3) The EBSOA Proof of Concept Plan shall provide recommendations for utilizing web services via standard, software components used to support a distributed computer environment employing technologies such as Simple Object Access Protocol (SOAP), Web Services Description Language (WSDL), Universal Description, Discovery and Integration (UDDI), Business Process Execution Language (BPEL), and Security Assertion Markup Language (SAML).
- 4) The proposed solution shall be scalable, allowing other JCIO and executive branch agencies to participate in the future.

- g. Management Access and Control
  - 1) The vendor shall develop a conceptual design for technologies to support access and control for information exchange using existing applications and operating environments.
  - 2) The vendor shall provide an assessment evaluating the need to balance security with access and to define the roles and authorities that should be applied.
- h. Security

The EBSOA Proof of Concept Plan shall ensure that user identification and authentication is capable of taking place at the network, device, workstation, application, and/or software level.
- i. Networking
  - 1) The EBSOA Proof of Concept Plan shall address a communications backbone that supports fully functional, bidirectional information sharing capabilities that maximize the reuse of existing infrastructure investments.
  - 2) The EBSOA Proof of Concept Plan shall address “Data Transfer Facilities” that implement and support a variety of protocols, including file transfer protocol (FTP), SMTP, HTTP and others.
  - 3) The EBSOA Proof of Concept Plan shall recommend appropriate communications, connectivity, and security tools, (i.e. such tools as intrusion detection, smart cards, tokens, PKI, and biometrics).
- j. Vendor shall, as directed by the SOA Technical Committee, evaluate various existing or proposed web services within the executive branch and provide a high-level estimate the effort needed to bring these applications into a SOA/WS as part of the EBSOA. The high-level estimate of effort needed shall, as appropriate, take into account:
  - 1) Physical resources needed (offices, computers, network connections, phones, etc.) to establish and maintain a SOA/WS.
  - 2) The number and classification of State staff that will be required or helpful in completing the various SOA/WS applications (departments, roles, skills and levels, etc.). Vendor will include an estimate of time needed to guide, direct and mentor these state staff in the development of various SOA/WS applications.
  - 3) The number and classification of State computing resources that will be required to complete various SOA/WS applications. This may include mainframe, server, database or printing resources and must also clearly identify any critical dependencies in terms of systems and timeframes required.
  - 4) Development of written acceptance test plans to aid in evaluation of various SOA/WS applications.

**4. EBSOA Recommendations and Best Practices for Implementation Standards**

Implementation and Data Standards / Requirements: Different data formats, Code of Iowa data definitions, and agency data requirements exist within the branches of government. At a minimum, the following must be provided:

- a. The vendor shall identify and recommend mitigation of any issues regarding these differences when developing its recommendations.
- b. The vendor shall recommend Implementation Standards considering the issues with technology, such as XML standards available to various JCIO agencies. Other standards in this area include: Simple Object Access Protocol (SOAP), Web Services Description Language (WSDL), and Universal Description, Discovery and Integration (UDDI).
- c. The vendor shall address and document existing enterprise and agency standards in the following areas: metadata, web services, service bus and open architecture. Any additional standards that are applicable shall also be addressed and documented. The vendor shall recommend additional standards in any area, especially regarding non-proprietary software/middleware.

**5. EBSOA Recommended Expansion Plan:**

EBSOA Expansion Plan developed by the vendor, as directed by the SOA Technical Committee, shall provide recommendations to the state on how to expand the use of SOA/WS to include additional applications. The Expansion Plan shall include, but not be limited to, selecting two SOA/WS applications summarized in the Proof of Concept Plan for detailed elaboration. Such elaboration shall include recommendations in the following areas:

- a. The primary focus of the EBSOA Recommended Expansion Plan is to address the development of a viable, beneficial system as the application (referred to as the Selected Option) to be implemented under the EBSOA by the State of Iowa. This system shall include a complex data sharing among departments and across software and hardware platforms.
- b. Vendor shall apply specific lessons learned gathered from the EBSOA Proof of Concept Plan (see 3.1.B.3, above).
- c. The Expansion Plan shall provide itemized estimated costs for the State to implement the Selected Option, broken down by the architectural solutions recommended for each component.
- d. Description of the process and metrics to evaluate and assess the addition of other applications into the SOA/WS in future phases of the SOA/WS implementation.
- f. The EBSOA Expansion Plan shall include additional security requirements; lessons learned in Proof of Concept planning, etc.
- g. In choosing candidates for the Selected Option for the EBSOA Expansion Plan the vendor, as directed by the JCIO Technical Committee, shall be guided by:

- 1) Scalability and soundness of the developed SOA/WS.
- 2) Agency candidates for the next expansion, ranked in order of chosen factors.
- 3) Application candidates for the next expansion, ranked in order of chosen factors.

End of Chapter Three



**CHAPTER 4**  
**PROPOSAL FORMAT AND EVALUATION CRITERIA**

**TABLE OF CONTENTS**

---

4.0	Instructions.....	Page 26
4.1	Proposal Contents.....	Page 26
4.2	Evaluation Process.....	Page 28
4.3	Points Awarded.....	Page 28

## CHAPTER 4

### 4.0 PROPOSAL INSTRUCTIONS

**Failure to adhere to Sections 4.0 and 4.1 may disqualify proposal.**

Proposals shall contain a sealed "Technical Proposal" and the separately sealed "Cost Proposal". Each separately sealed package shall contain an originally signed printed original, fifteen (15) duplicate printed copies, plus one separate electronic copy on CD. All sealed packages, printed copies and CDs shall be clearly labeled with the following information:

- Vendor's Name and Address
- Contact Person and Telephone
- Project Title and RFP Number
- Proposal Due Date and Time
- Original (or Copy)
- Technical Proposal (or Cost Proposal)

Originally signed Proposals and all printed copies in English shall be printed on 8 ½ x 11 sheets of white paper, bound in standard 3 ring binders.

All electronic copies on CD may be read-only but shall use searchable text formats, such as Microsoft Word, Excel, Project, Publisher, PowerPoint or Adobe Acrobat and allow for text highlighting, copying and pasting by the State.

### 4.1 PROPOSAL CONTENTS

All Cost Proposals will remain unopened and separated from the Technical Proposals until the committee has completed its evaluation of the Technical Proposals. The Official Proposal shall consist of the following elements in the order given below.

#### A. TECHNICAL PROPOSAL:

**No pricing information shall be included in the Technical Proposal. All pricing information must appear only in the separately sealed Cost Proposal.**

1. **Cover or Title Page** including RFP Reference Number and appropriately marked whether it is the Original, a Copy, or a "Public Copy" (see RFP section 1.12).

2. **Letter of Transmittal**

The Vendor's letter of transmittal must be signed by an officer with the authority to bind the Vendor to providing the services proposed. It shall include the full contact information including Email address of the primary contact person for all issues regarding the proposal. Letter of Transmittal must list, acknowledge receipt of and

indicate acceptance of all amendments issued to the RFP **and certify that the total firm fixed costs in the Cost Proposal does not exceed \$ 170,000.00.**

3. **Table of Contents** showing tab numbers and page numbers of each section of the proposal.
4. **Executive Summary** – A brief overview of proposal and company.
5. **Administrative, Contractual, Service Requirements and Vendor Information**
  1. The Vendor shall provide a positive statement of understanding or compliance with respect to Chapter 1 – Administrative Issues
  2. The Vendor shall provide a positive statement of understanding and compliance with respect to Chapter 2 – Contractual Terms and Conditions, including RFP Attachment 7. Failure to provide a statement will be deemed acceptance by the prospective Vendor of the terms and conditions as stated. The prospective Vendor may take exception to the terms and conditions as outlined in Chapter 2; however, the prospective Vendor's exceptions may be rejected and the entire proposal deemed non-responsive. The State may elect to negotiate with the successful Vendor(s) regarding contractual terms and conditions which do not materially alter the substantive requirements of the proposal or the prospective Vendor's response to the RFP.
  3. The Vendor shall provide the information requested and/or a positive statement of compliance with respect to each section of Chapter 3, point by point. The Vendor must also give detailed explanations as to how it will comply with each of the mandatory requirements if it is selected to provide the services requested by this RFP. Short Responses such as "will comply" may result in disqualification.
  4. The Vendor shall provide all Vendor information and information about Terminations, Damages, or Claims, and References requested in Chapter 3.
  5. Technical Proposal Forms. The Prospective Vendor shall include all completed Technical Proposal Response Forms, required formats of which are contained in RFP Chapter 5 herein.
  6. Signed Attachments 1 through 6.
6. **One copy of the Technical Proposal on CD** within the sealed envelope containing the originally signed printed copy, plus a separate CD of the "Public Copy" if applicable within the envelope containing the printed Public Copy. **DO NOT** place the electronic copy of the Cost Proposal on the same CD used for the Technical Proposal. Do not include a CD within the printed copies of the proposal. Printed copies need not be separately wrapped.

**B. COST PROPOSAL:**

**Cost Proposals MUST be separately sealed from the Technical Proposal.  
No information submitted in the Cost proposal can be deemed confidential.**

The separately sealed Cost Proposal shall consist of the following documents and responses:

1. **Cover or Title Page**, including RFP Reference Number, appropriately marked whether it is the Original or a Copy. No Part of the Cost Proposal can be held Confidential.

2. **A Table of Contents** showing tab numbers and page numbers of each section of the proposal.
3. **Letter Binding Prospective Vendor to Proposed Costs.** The prospective Vendor shall include a letter binding the prospective Vendor to its proposed Costs by providing a statement that the costs quoted will be binding and unchangeable for the term of any contract that may result from this RFP.
4. **A copy of signed RFP Attachment 2** - Letter Certification of Independent Price Determination (See Chapter 1).
5. **Cost Proposal Forms.** The Prospective Vendor shall include all completed Cost Proposal Response Forms, which required formats are contained in RFP Chapter 5 herein. The Cost Proposal Response Forms are the only documents on which specific pricing or reference to pricing or Costs shall appear.
6. **An electronic copy of the Cost Proposal** on a separate CD. DO NOT place the Cost Proposal on the CD used for the Technical Proposal. The electronic copy of the Cost Proposal must be placed only within the sealed envelope marked Cost Proposal Original. No Public Copy allowed.

#### 4.2 EVALUATION PROCESS

- A. The Issuing Officer for the Department of Administrative Services, GSE, Purchasing Division, shall receive all proposals. One "Official Copy", fifteen (15) - printed copies of proposals and one soft copy on CD shall be received by the State by **3:00 P.M. CT, on March 2, 2006**. Late proposals shall be returned unopened to the sender. All Cost Proposals will remain unopened and separated from the Technical Proposals until the committee has completed its evaluation of the Technical Proposals. There is no firm timeline for completing the evaluation.
- B. The State will review proposals for compliance with the proposal format instructions and verify full compliance with Chapter 3 of the RFP. Any proposal found noncompliant will be rejected and not scored.
- C. Proposals meeting all mandatory requirements will be further evaluated as specified below. The Proposals shall be reviewed and analyzed by the State's Evaluation Committee.

#### 4.3 EVALUATION POINTS WILL BE AWARDED AS FOLLOWS:

- A. Proposals meeting the mandatory requirements will be further evaluated and points awarded based upon the documents provided by the vendor. No prospective vendor is promised a minimum or maximum number of points. Total maximum evaluation points of 1,000 points to be awarded as follows:

Criteria	Max Available Points
Evaluation / Comparison of 3.1.A.1 (Process Summary)	200
Evaluation / Comparison of 3.1.A.2 (Training and Mentoring Summary)	200
Evaluation / Comparison of 3.1.A.3 (EBSOA Work Plan)	200
Evaluation / Comparison of 3.1.A.4 (Qualifications / Experience)	100
Evaluation / Comparison of 3.1.A.5 (Vendor Project Mgr(s) / and Staff)	100
Total Cost ( not to exceed \$ 170,000.00)	200

B. The State reserves the right to make a written request or require an oral presentation for additional information from a Vendor to assist in understanding or clarifying a proposal. Any information received shall not be considered in the evaluation of the Vendor's proposal if it materially alters the content of said proposal.

C. Cost Proposals will be evaluated and points awarded as follows:

The proposal with the lowest total cost will receive all the available points for cost. The cost scores for the other compliant proposals will be awarded relative to all compliant proposals. An example of how the number of relative points may be awarded to all other Cost Proposals, the lowest bid can be used as the numerator with each of the other bids as the denominator. The resulting percentage times the total number of available points can be the total score awarded for cost to other compliant vendors. Points will be rounded to the nearest higher whole value.

Example for evaluating Cost: Vendor A quotes \$35,000; Vendor B quotes \$45,000; Vendor C quotes \$65,000. Vendor A: receives 100% of the available points for cost.

Vendor B:  $\frac{\$35,000}{\$45,000}$  = receives 78% of available points for cost.

Vendor C:  $\frac{\$35,000}{\$65,000}$  = receives 54% of available points for cost.

End of Chapter Four

**CHAPTER 5**  
**PROPOSAL RESPONSE FORMS**

**TABLE OF CONTENTS**

---

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
5.1	INTRODUCTION.....	31
5.2	INSTRUCTIONS.....	31
5.3	TECHNICAL RESPONSE FORMAT.....	31
	Appendix 5A - Technical Proposal Response Format.....	34
5.4	COST RESPONSE FORMAT.....	32
	Appendix 5A - Cost Proposal Response Format.....	38

## **5.0 PROPOSAL RESPONSE FORMS**

### **5.1 INTRODUCTION**

This section of the RFP provides the required forms for the submission of administrative, technical, and cost responses for proposal evaluation purposes. Entering the specific responses required using the forms and the instructions provided for completion is of paramount importance for fair and consistent evaluation of the Vendor's offerings. Failure to follow this procedure shall be grounds for declaring the submitted proposal as noncompliant.

### **5.2 INSTRUCTIONS**

Each group of forms has specific instructions provided for completion of the forms as follows.

### **5.3 TECHNICAL RESPONSE FORMAT**

#### **A. Introduction**

The Technical Proposal (TP) Response Format is provided in Appendix 5A. The forms provide space for an answer and a reference to a specific location in the proposal where the answer is provided. These forms shall be completed; and when completed, with attachments, shall constitute an entire response to this section of the proposal. That is, the Technical Proposal consists of completed TP forms plus attachments and reference material. If more room is needed, please use an addendum. Remember that these Response Forms are mandatory. If additional copies are needed, it is permissible to copy the forms on an office copy machine. With regard to the Cost Proposal form, the Vendor may create an identical form using a computer program to allow the Vendor to automate the process of completing the Cost Proposal portion required by this RFP. **FAILURE TO USE THE FORMAT SHALL RESULT IN THE REJECTION OF THE PROPOSAL!**

In some instances, the forms require attachments, which support a response. In the event that an attachment is longer than one (1) page, in the location referenced be sure to include page numbers and, if appropriate, a paragraph number reference so that the reviewers can find the answer. **IF A PROPOSAL DOES NOT CLEARLY IDENTIFY BY PAGE NUMBER OR EXHIBIT WHERE INFORMATION IS GIVEN, THE PROPOSAL SHALL BE CONSIDERED NON-RESPONSIVE FOR EACH SUCH QUESTION.**

Should additional attachments be needed to explain an offering, please cite each such attachment where applicable on the TP form, and clearly define specifically where the information is to be found.

Attachments shall be numbered identically to the Section number where they are requested (i.e., ATTACHMENT 3.3, 4.1).

**BE SURE TO USE TP RESPONSE FORMAT AND SPECIFICALLY REFERENCE BY LOCATION IN THE PROPOSAL ALL INFORMATION REQUESTED IN CHAPTER 3 OF THE RFP.**

On the bottom of each page of the Response Forms, there is a line: "Submitted By: \_\_\_\_\_". Enter the name of the proposing company on this line.

Reference materials shall be presented as an organized, bound (such as 3-ring binder), unit complete with a table of contents and index tabs.

#### B. Instructions

Unless otherwise indicated as a yes/no question, the items listed on each form have been divided into two (2) columns: The first is labeled INCLUDED; the second is labeled LOCATION.

INCLUDED means that this specific requirement has been provided by the Vendor and is included in the proposed service.

LOCATION is a specific reference to the precise location in the proposal response, which substantiates the answer.

If an attachment is provided in addition to a requested attachment, indicate same on the form near the answer to the question which the attachment supports.

The forms are numbered to correspond with respective requirements.

Supporting text in the proposal response shall be identically numbered. Incomplete, incorrect, or misleading answers are unacceptable and will be considered unresponsive.

### 5.4 COST RESPONSE FORMAT

#### A. Introduction

The Cost Proposal (CP) Response Format is provided in Appendix 5B. The format provides space for an answer and a reference to the location where the answer is provided. These formats must be completed; and when completed, with attachments, shall constitute an entire response to this section of the proposal. That is, the Cost Proposal consists of completed CP forms plus attachments and reference material. If more room is needed, please use an addendum. Remember that these Response Formats are mandatory. If additional copies are needed, it is permissible to copy the forms on an office copy machine. With regard to the Cost Proposal format, the Vendor may create an identical form using a computer program to allow the Vendor to automate the process of completing the Cost Proposal portion required by this RFP. **FAILURE TO USE THE FORMATS WILL RESULT IN THE REJECTION OF THE PROPOSAL!**

Should additional attachments be needed to explain an offering, please cite each such attachment where applicable on the CP form, and clearly define specifically where the information is to be found. Be sure to include page numbers and, if appropriate, a paragraph number reference so that the reviewers can find the answer. **IF A PROPOSAL RESPONSE DOES NOT CLEARLY DEFINE SPECIFICALLY WHERE INFORMATION IS GIVEN, THE PROPOSAL SHALL BE CONSIDERED NON-RESPONSIVE FOR EACH SUCH QUESTION.**

Attachments shall be numbered identically to the CP page and item to which they apply.



BE SURE TO USE RESPONSE FORMATS TO SPECIFICALLY REFERENCE ALL INFORMATION REQUESTED IN THIS SECTION OF THE RFP.

On the bottom of each page of this Response Form, there is a line: “Submitted By: \_\_\_\_\_”. Enter the name of the proposing company on this line.

Reference materials shall be presented as an organized, bound (such as 3-ring binder), unit complete with a table of contents and index tabs.

B. Instructions

USE OF THE CP FORMAT IS MANDATORY! If additional copies are needed, it is permissible to copy the forms on an office copy machine. With regard to the Cost Proposal forms (CP), the Vendor may create an identical form using a computer program to allow the Vendor to automate the process of completing the Cost Proposal portion required by this RFP. Failure to use these forms or an identical copy thereof shall result in the rejection of the entire proposal. ALL information must be in ink or typewritten. MISTAKES MUST BE LINED OUT AND INITIALED.

All costs submitted on the CP format shall be in U.S. Dollars FOB Destination All costs submitted shall include all anticipated operating costs such as taxes, travel and boarding expenses.

## **Appendix 5A**

### **REQUEST FOR PROPOSAL NO. 0806005S400**

## **TECHNICAL PROPOSAL RESPONSE FORMAT**

# TECHNICAL PROPOSAL RESPONSE FORMAT

Page One of \_\_\_\_\_

## STATE OF IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES

### REQUEST FOR PROPOSAL NO. 0806005S400

Submitted by:	
Firm Name:	
Address:	
City, State, Zip	
Telephone:	
Fax:	
e-mail Address:	
Signed:	
Print Name:	
Title:	
Date:	

<b>RFP REFERENCE</b>	<b>INCLUDED Yes / No</b>		<b>LOCATION IN PROPOSAL</b>
Positive statement of compliance with RFP Chapter 2			
Signed RFP Attachments 1 through 6			
<b>3.1 MANDATORY REQUIREMENTS</b>			
<b>A. PROPOSAL REQUIREMENTS</b>			
1. Process Summary			
2. Training & Mentoring Summary			
3. EBSOA Work Plan			
4. Qualifications / Experience / References			
5. Project Mgrs and Staff info			
6. Vendor Information			
<b>B. PROJECT RESPONSIBILITIES</b>			
<b>1. General Requirements</b>			
a. participate in meetings			
b. submit weekly reports			
c. deliver all documentation			
d. meet Security Policy Guidelines			
e. recommend data standard			
f. tasks completed by 060106			
e. Proof of Concept Plan			
<b>2. EBSOA Training</b>			
a. non IT and IT policy-level			
b. enable staff to further SOA			
<b>3. EBSOA Proof of Concept Plan</b>			
a. define appropriate strategies			
b. compatible with architecture			
c. identify technical dependencies			
d. ensure protection privileged info			

RFP REFERENCE	INCLUDED Yes / No		LOCATION IN PROPOSAL
e. Architecture Requirements.			
f. Web Services			
g. Management Access and Control			
h. Security			
i. Networking			
j. evaluate web services			
<b>4. EBSOA Recommendations</b>			
<b>5. EBSOA Expansion Plan</b>			

Submitted by: \_\_\_\_\_

## **Appendix 5B**

### **REQUEST FOR PROPOSAL NO 0806005S400**

## **COST PROPOSAL RESPONSE FORMAT**

# **COST PROPOSAL RESPONSE FORMAT**

**Page one of \_\_\_\_\_**

## **STATE OF IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES**

### **REQUEST FOR PROPOSAL NO. 0806005S400**

Submitted by:	
Firm Name:	
Address:	
City, State, Zip	
Telephone:	
Fax:	
e-mail Address:	
Signed:	
Print Name:	
Title:	
Date:	

## Request for Proposals 0806005S400 COST PROPOSAL FORMAT

Vendor Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc.) to provide the requested services. All pricing to be FOB Destination, freight cost included; and based on Net 60 Days Payment Terms.

Payment Milestone (from 3.1.A.3.e - Work Plan)	Firm Fixed US \$ Price
<b>TOTAL (NOT TO EXCEED \$170,000.00):</b>	

(Vendor Cost proposal may also include a separate cost structure in U.S. Dollars for providing additional tasks, which are directly related to this EBSOA, such as the requested estimate from Section 3.1B-5c.)

Submitted by: \_\_\_\_\_



## **RFP ATTACHMENT 1**

### **PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITH TECHNICAL PROPOSAL.**

#### **PROPOSAL CERTIFICATION**

I certify that I have the authority to bind the vendor indicated below to the specific terms, conditions and technical specifications required in the attached Request for Proposal 0806005S400 and offered in the vendor's proposal. I understand that by submitting this proposal, the vendor indicated below agrees to provide the services, which meet or exceed the requirements of the RFP unless noted in the proposal and at the prices quoted by the vendor.

I certify that the contents of the proposal are true and accurate and that the vendor has not knowingly made any false or misleading statements in the proposal.

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Name of Vendor Organization

## **RFP ATTACHMENT 2**

### **PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITH TECHNICAL AND COST PROPOSALS.**

#### **CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST**

By submission of a proposal in response to RFP 0806005S400, the vendor certifies (and in the case of a joint proposal, each party thereto certifies) that the proposal has been developed independently, without consultation, communication or agreement with any employee or vendor of the Department who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee; the proposal has been developed independently, without consultation, communication or agreement with any other vendors or parties for the purpose of restricting competition; unless otherwise required by law, the information in the proposal has not been knowingly disclosed by the vendor and will not knowingly be disclosed prior to the award of the contract, directly or indirectly, to any other vendor; no attempt has been made or will be made by the vendor to induce any other vendor to submit or not to submit a proposal for the purpose of restricting competition; no relationship exists or will exist during the contract period between the vendor and the Department that interferes with fair competition or is a conflict of interest.

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Name of Vendor Organization

### **RFP ATTACHMENT 3**

#### **PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITH TECHNICAL PROPOSAL.**

#### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this Proposal in response to RFP 0806005S400, the vendor is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the vendor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the department or State with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The vendor shall provide immediate written notice to the person to which this Proposal is submitted if at any time the vendor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The vendor agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or State with which this transaction originated.
5. The vendor further agrees by submitting this Proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

PAGE 1 of 2

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or State with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- (1) The vendor certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or State.
- (2) Where the vendor is unable to certify to any of the statements in this certification, such vendor shall attach an explanation to this Proposal.

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Name of Vendor Organization

## **RFP ATTACHMENT 4**

### **PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITH TECHNICAL PROPOSAL.**

#### **AUTHORIZATION TO RELEASE INFORMATION**

\_\_\_\_\_ (Name of vendor) hereby authorizes any person or entity, public or private, having any information concerning the vendor's background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in RFP 0806005S400, to release such information to the Department.

The vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The vendor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the Department or may otherwise hurt its reputation or operations.

The vendor is willing to take that risk. The vendor agrees to release all persons, entities, the Department, and the State of Iowa from any liability whatsoever that may be incurred in releasing this information or using this information.

\_\_\_\_\_  
Printed Name of Vendor Organization

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

RFP Attachment 5:

PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION  
WITH TECHNICAL PROPOSAL.

**CERTIFICATION OF CONFIDENTIALITY  
AND NONDISCLOSURE AGREEMENT**

I \_\_\_\_\_ (Print Name)

For \_\_\_\_\_ (Vendor)

acknowledge that in the performance of responsibilities under a contract my company may acquire or have access information regarding State of Iowa employees, clients and/or Iowa citizens and that such information is designated as “proprietary and confidential”.

I acknowledge that my company may be subject to significant Federal and State criminal and civil penalties if it misuses or improperly releases / discloses the confidential information it may acquire or have access to.

Therefore, my company agrees not to disclose or misuse such information except for purposes of performing under the contract. If there is doubt over confidentiality, we will regard it as confidential information. We further agree to adhere to any written procedures and policies with respect to the handling of confidential information.

I understand, acknowledge, and agree that this confidentiality and nondisclosure agreement remains in full force and effect after the conclusion, termination or expiration of the contract.

\_\_\_\_\_  
(Signature)                      Date: \_\_\_\_\_

## ATTACHMENT 6

### PROSPECTIVE VENDORS – SIGN AND SUBMIT WITH TECHNICAL PROPOSAL.

#### **CERTIFICATION REGARDING REGISTRATION, COLLECTION, AND REMISSION OF STATE SALES AND USE TAX**

Pursuant to 2005 Iowa Acts SF 413 – which creates new Iowa Code subsections 423.2(9A) & 423.5(8) – a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under Iowa Code chapter 423 on all sales of tangible personal property and enumerated services. The Act also requires vendors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a proposal in response to Request for Proposal # 0806285S404, the undersigned certifies the following: (check the applicable box)

Our Company is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432;

**OR**

Our Company is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) & (43).

Our Company also acknowledges that the State of Iowa may declare our bid or resulting contract void if the above certification is false. Our Company also understands that fraudulent certification may result in the State of Iowa or its representative filing for damages for breach of contract.

---

Printed Name of Vendor Organization

---

Signature of Authorized Representative

---

Date

---

Printed Name and Title

**RFP Attachment 7**  
**PROPOSED SERVICES AGREEMENT**

**(REFER RFP CHAPTER 2)**



## PROPOSED SERVICES CONTRACT

This Agreement for [ ] Services (this “Agreement”), made and effective as of [ ], by and between the [name of department, agency, office] (“Department”) and [name of Vendor], a [corporation] organized under the laws of [ ] (“Vendor”). The parties agree as follows:

### Section 1 Purpose

The parties have entered into this Agreement for the purpose of retaining Vendor to provide professional services and other deliverables in connection with the [development and implementation of the \_\_\_\_\_ system (“System”) for the Department and the State of Iowa (the “State”).] [Describe specifically the types of services and any other deliverables being provided by Vendor].

### Section 2 Definitions

2.1 “Acceptance” means that the Department has determined that one or more Deliverables satisfy the Department’s Acceptance Tests. Final Acceptance means that the Department has determined that all Deliverables satisfy the Department’s Acceptance Tests. Non-acceptance means that the Department has determined that one or more Deliverables have not satisfied the Department’s Acceptance Tests.

2.2 “Acceptance Criteria” means the Specifications, goals, performance measures, testing results and/or other criteria designated by the Department and against which the Deliverables shall be evaluated for purposes of Acceptance or Non-acceptance thereof.

2.3 “Acceptance Tests” or “Acceptance Testing” mean the tests, reviews and other activities that are performed by or on behalf of Department to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the Department, as determined by the Department in its sole discretion. Acceptance Testing may include unit testing to check individual components, system testing on an integrated basis, user-acceptance testing, stress testing, and Documentation review.

2.4 “Confidential Information” means, means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either party (a “disclosing party”) to the other party (a “receiving party”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Confidential Information does not include any information that: (i) was rightfully in the possession of the receiving party from a source other than the disclosing party prior to the time of disclosure of the information by the disclosing party to the receiving party; (ii) was known to the receiving party prior to the disclosure of the information by the disclosing party; (iii) was disclosed to the receiving party without restriction by an independent third party having a legal right to disclose the information; (iv) is in the public domain or shall have become publicly available other than as a result of disclosure by the receiving party in violation of this Agreement or in breach of any other agreement with the disclosing party; (v) is independently developed by the receiving party without any reliance on Confidential Information disclosed by the disclosing party; (vi) is disclosed or is required or authorized to be disclosed pursuant to law, rule, regulation, subpoena, summons, or the order of a court, lawful custodian, governmental agency or regulatory authority, or by applicable regulatory or professional standards; or (vii) is disclosed by the receiving party with the written consent of the disclosing party.

2.5 “Deficiency” means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a Deliverable to conform to or meet an applicable Specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.

2.6 “Deliverables” mean the services, Software, goods and materials to be provided by Vendor to the Department under this Agreement. Unless otherwise expressly provided in this Agreement, Deliverables shall include any and all Documentation, designs, copy, artwork, data, information, graphics, images, templates, screen designs, processes, inventions, techniques, methodologies, materials, plans, papers, forms, reports, studies, source code, object code, utilities and routines, devices, modifications, content, concepts, and all other

tangible and intangible works, materials and property of every kind and nature related to the Deliverables or otherwise produced or provided by Vendor in connection with this Agreement.

2.7 “Documentation” means any and all technical information, commentary, design documents, code and test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Deliverables.

2.8 “Enhancements” means any and all updates, upgrades, patches, additions, modifications or other enhancements to the Software, any new releases of Software, and all changes to the Documentation and source code as a result of such Enhancements. (If applicable)

2.9 “Project” means the project to [develop and implement the System] and all services and Deliverables to be performed and provided by Vendor as described in this Agreement.

2.10 “Project Completion Date” means the date by which Vendor must complete all work and provide all Deliverables pursuant to this Agreement. For purposes of this Agreement, the Project Completion Date is \_\_\_\_\_.

2.11 “Project Plan” means the Project Plan attached hereto as Schedule B, as modified from time to time upon written agreement of the parties. The Project Plan is incorporated into this Agreement by this reference as if fully set forth in this Agreement.

2.12 “Software” means the (describe specific software products) and all other software programs and components listed in Schedule A, and all related Documentation, Enhancements, Source Code, object code and copies thereof or shall have the meaning ascribed to that term in a Software License Agreement.

2.13 “Software License Agreement” means the Software License Agreement by and between Vendor and the Department dated \_\_\_\_\_. (If applicable)

2.14 “Source Code” means the human-readable source code for the Software and includes source code listings, compile instructions, programmer’s notes, and commentary for or related to the source code or Software.

2.15 “Specifications” mean all specifications, requirements, technical standards, performance standards, representations and other criteria related to the Deliverables stated or expressed in this Agreement, [the Software License Agreement], Documentation, the RFP (as defined below), and the Proposal (as defined below). Specifications shall include the Acceptance Criteria and any specifications, standards or criteria stated or set forth in any applicable state, federal, foreign and local laws, rules and regulations. The Specifications are incorporated into this Agreement by reference as if fully set forth in this Agreement.

2.16 “Statement of Work” means Schedule A to this Agreement, which describes, among other things, the Deliverables and services to be provided by Vendor under this Agreement and the compensation associated therewith. The Statement of Work is incorporated into this Agreement by this reference as if fully set forth in this Agreement.

2.17 “System” means (describe the system if not fully described in Section 1 above)

2.18 “Third Party” means a person or entity (including, but not limited to any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc.) that is not a party to this Agreement.

### **Section 3 Documents Incorporated**

3.1 Incorporation. The Department’s Request for Proposal No \_\_\_\_\_ for [insert title of RFP] (“RFP”) and Vendor’s proposal dated \_\_\_\_\_, in response to the RFP (“Proposal”), together with any clarifications, attachments, appendices, or amendments to the RFP and Proposal are incorporated into this Agreement by this reference as if fully set forth in this Agreement; provided, however, that none of Vendor’s proposed revisions or

modifications to the sample [Services Contract] attached to the RFP shall be incorporated into this Agreement unless expressly set forth herein.

3.2 Contractual Obligations. The terms and conditions of the RFP and of the Proposal are made contractual obligations of Vendor, except that any proposed revisions or modifications made by Vendor to the sample [Services Contract] attached to the RFP Proposal shall not be deemed to limit, modify or otherwise affect any of the contractual obligations of Vendor or the Department hereunder, unless expressly stated herein.

3.3 Preference. In the case of any inconsistency or conflict between the specific provisions of this document, the RFP or the Proposal, any inconsistency or conflict shall be resolved as follows: first, by giving preference to the specific provisions of this document and any schedules, exhibits or other attachments; second, by giving preference to the specific provisions of the RFP; and third, by giving preference to the specific provisions of the Proposal.

3.4 No Inconsistency. The references to the parties' obligations, which are contained in this document, are intended to change, modify, supplement or clarify the obligations as stated in the RFP and the Proposal. The failure of the parties to make reference to the terms of the RFP or Proposal in this document shall not be construed as creating a conflict and will not relieve Vendor of the contractual obligations imposed by the terms of the RFP and the Proposal. Terms offered in the Proposal, which exceed the requirements of the RFP, shall not be construed as creating an inconsistency or conflict with the RFP or this document. The contractual obligations of the Department cannot be implied from the Proposal.

#### **Section 4            Scope of Work**

4.1 Scope of Work. Vendor shall provide the Department with the Deliverables in accordance with the Statement of Work (Schedule A) and all other terms and conditions of this Agreement.

4.2 Amendments to Statement of Work. The parties agree that the Statement of Work may be amended, modified, or replaced at any time during the term of this Agreement upon the mutual written consent of the parties.

4.3 Performance Standards. The parties agree that the performance standards and related payment, monitoring and review provisions set forth in Schedule C are incorporated herein by this reference as if fully set forth in this Agreement. [These must be mutually developed and included pursuant to 11 Iowa Admin. Code 107.]

#### **Section 5            Compensation and Additional Rights and Remedies**

5.1 Compensation. In consideration of Vendor providing the Department with the Deliverables in accordance with the terms and conditions of this Agreement, Vendor shall be entitled to receive the fees or other compensation associated with such Deliverables as specified in Schedule A, subject to all terms and conditions of this Agreement, including, without limitation Section 5.2 (Invoices) and Section 5.3 (Retention). The Department shall not be obligated to pay any other compensation, fees, expenses, costs, charges or other amounts to Vendor in connection with this Agreement. All fees and compensation payable hereunder to Vendor are fixed, not-to-exceed amounts, and Vendor shall not be compensated on a time and materials basis. [It is expressly understood and agreed that in no event will the total fees or compensation to be paid hereunder exceed the sum of \$\_\_\_\_\_.] Vendor is not entitled to payment for any Deliverables provided under this Agreement if the Department reasonably determines that any Deliverables or services have not been satisfactorily or completely delivered or performed, or that any Deliverable fails to meet or conform to any applicable Specifications. No payment, including final payment, shall be construed as acceptance of any Deliverables with Deficiencies or incomplete work, and Vendor shall remain responsible for full performance in strict compliance with the terms and conditions of this Agreement. Vendor's acceptance of the last payment from the Department shall operate as a release of any and all claims related to this Agreement that Vendor may have or be capable of asserting against the Department or the State. No advance payments shall be made for any Deliverables provided by Vendor pursuant to this Agreement.

5.2 Invoices. Upon [receipt of Acceptance from the Department with respect to one or more Deliverables, or completion of services by Vendor], Vendor shall submit an invoice to the Department requesting payment of

the fees or other compensation specified in Schedule A associated with [such Deliverable(s) or such services], less the Retained Amount(s) to be withheld in accordance with Section 5.3. All invoices submitted by Vendor shall contain appropriate documentation as necessary to support the fees or charges included on the invoice and shall comply with all applicable rules concerning payment of such fees, charges or other claims and shall contain all information reasonably requested by the Department. The Department shall pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514 and 11 Iowa Admin. Code 41.1(2). The Department may pay in less than sixty (60) days, as provided in Iowa Code section 8A.514. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514. Notwithstanding anything herein to the contrary, the Department shall have the right to dispute any invoice submitted for payment and withhold payment of any disputed amount if the Department believes the invoice is inaccurate or incorrect in any way.

5.3 Retention. To secure Vendor's performance under this Agreement, the Department shall retain [\_\_%] of the fees or other compensation associated with each Deliverable and payable hereunder shall be (the "Retained Amounts"). The Retained Amounts shall be payable upon [the Department's delivery of Final Acceptance to Vendor or the expiration of any applicable warranty period or state other event or timing for release, such as System turnover], subject to the terms and conditions hereof.

5.4 Erroneous Payments and Credits. Vendor shall promptly pay or refund to the Department the full amount of any overpayment or erroneous payment within ten (10) business days after either discovery by the Vendor or notification by the Department of the overpayment or erroneous payment. In the event Vendor fails to timely pay or refund any amounts due the Department under this section 5.4, the Department will charge interest of one percent (1%) per month compounded on the outstanding balance after the date payment or refund is due, or the maximum amount allowed by law, whichever is greater. The Department may, in its sole discretion, elect to have Vendor apply any amounts due to the Department under this Section 5.4 against any amounts payable by the Department under this Agreement [or the Software License Agreement].

5.5 Reimbursable Expenses. There shall be no reimbursable expenses associated with this Agreement separate from the compensation referred to in this section. Vendor shall be solely responsible for all costs, charges and expenses it incurs in connection with its performance under this Agreement, including, but not limited to, travel, mileage, meals, lodging, equipment, supplies, personnel, salaries, benefits, insurance, training, conferences, telephone, utilities, start-up costs, and all other costs and expenses of Vendor.

5.6 Set-off Against Sums Owed by Vendor. In the event that Vendor owes the Department or the State any sum under the terms of this Agreement, any other agreement, pursuant to a judgment, or pursuant to any law, the Department may set off such sum against any sum invoiced to the Department by Vendor in the Department's sole discretion unless otherwise required by law. Amounts due to the Department as liquidated damages or any other damages may be deducted by the Department without a judgment or any court action from any money or sum payable by the Department to Vendor pursuant to this Agreement or any other agreement between Vendor and the Department.

5.7 Withholding Payments. In addition to pursuing any other remedy provided herein or by law, the Department may withhold compensation or payments to Vendor, in whole or in part, without penalty to the Department or work stoppage by Vendor, in the event the Department determines that: (i) Vendor has failed to perform any of its duties or obligations as set forth in this Agreement [and/or the Software License Agreement]; or (ii) any Deliverable has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency. No interest shall accrue or be paid to Vendor on any compensation or other amounts withheld or retained by the Department under this Agreement.

5.8 Correction/Cure. The Department may correct any Deficiencies with respect to any Deliverable or cure any Vendor default under this Agreement without prejudice to any other remedy it may have if Vendor fails to correct such Deficiencies as required in this Agreement or if Vendor otherwise defaults or fails to perform any provision of the Agreement within the time period specified in a notice of default from the Department. The Department may provide or procure the services reasonably necessary to correct any Deficiencies or cure any Vendor default, in which event Vendor shall reimburse the Department for the actual costs incurred by the Department for such services (or for the reasonable value of the time expended by any Department or State employees who provide such services). In addition, Vendor shall cooperate with the Department or any Third

Parties retained by the Department who assist in curing such default, including by allowing access to any pertinent materials or work product of Vendor.

5.9 Monitoring and Review. The Department shall monitor and review Vendor's performance under this Agreement to ensure compliance with this Agreement. Such review and monitoring shall include the Department's assessment of invoices and reports furnished by Vendor pursuant to this Agreement.

## **Section 6 Acceptance Tests, Project Management, Key Personnel and Liquidated Damages**

6.1 Vendor shall commence and complete all work and provide all Deliverables in accordance with the deadlines, timelines, terms, conditions, Specifications and other requirements specified in this Agreement, including those which may be specified in the Statement of Work and the Project Plan.

6.2 All Deliverables shall be subject to the Department's Acceptance Testing and Acceptance, unless otherwise specified in the Statement of Work. Upon completion of all work to be performed by Vendor with respect to any Deliverable, Vendor shall deliver a written notice to the Department certifying that the Deliverable meets and conforms to applicable Specifications and is ready for the Department to conduct Acceptance Tests; provided, however, that Vendor shall pretest the Deliverable to determine that it meets and operates in accordance with applicable Specifications prior to delivering such notice to the Department. At the Department's request, Vendor shall assist the Department in performing Acceptance Tests at no additional cost to the Department. Within a reasonable period of time after the Department has completed its Acceptance Testing, the Department shall provide Vendor with written notice of Acceptance or Non-acceptance with respect to each Deliverable that was evaluated during such Acceptance Testing. If the Department determines that a Deliverable satisfies its Acceptance Tests, the Department shall provide Vendor with notice of Acceptance with respect to such Deliverable. If the Department determines that a Deliverable fails to satisfy its Acceptance Tests, the Department shall provide Vendor with notice of Non-acceptance with respect to such Deliverable. In the event the Department provides notice of Non-acceptance to Vendor with respect to any Deliverable, Vendor shall correct and repair such Deliverable and submit it to the Department within ten (10) days of Vendor's receipt of notice of Non-acceptance so that the Department may re-conduct its Acceptance Tests with respect to such Deliverable. In the event the Department determines, after re-conducting its Acceptance Tests with respect to any Deliverable that Vendor has attempted to correct or repair pursuant to this Section 6.2, that such Deliverable fails to satisfy its Acceptance Tests, then the Department shall have the continuing right, in its sole discretion to: (i) require Vendor to correct and repair such Deliverable within such period of time as the Department may specify in a written notice to Vendor, (ii) refuse to accept such Deliverable without penalty and without any obligation to pay any fees or other amounts associated with such Deliverable (or receive a refund of any fees or amounts already paid with respect to such Deliverable); (iii) accept such Deliverable on the condition that any fees or other amounts payable with respect thereto shall be reduced or discounted to reflect, to the Department's satisfaction, the Deficiencies present therein and any reduced value or functionality of such Deliverable or the costs likely to be incurred by the Department to correct such Deficiencies; or (iv) terminate this Agreement and/or seek any and all available remedies, including damages. Notwithstanding the provisions of Section 10 of this Agreement, the Department may terminate this Agreement pursuant to this Section 6.2 without providing Vendor with any notice or opportunity to cure provided for in Section 10. The Department's right to exercise the foregoing rights and remedies, including termination of this Agreement, shall remain in effect until Acceptance Tests are successfully completed to the Department's satisfaction. If the Department determines that all Deliverables satisfy its Acceptance Tests, the Department shall provide Vendor with notice of Final Acceptance with respect to such Deliverables. Vendor's receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable(s) shall not constitute or be construed as a waiver of any of the Department's rights to enforce the terms of this Agreement or require performance in the event the Department identifies, at any time, any Deficiencies with respect to such Deliverable(s).

### **6.3 Project Management and Reporting.**

6.3.1 Project Manager. At the time of execution of this Agreement, Vendor shall designate, in writing, a Project Manager acceptable to the Department to serve until the expiration of this Agreement. Vendor will assign a Project Manager of a management level sufficient to assure timely responses from all Vendor personnel, timely completion of tasks and achievement of milestones, and whose resume and

qualifications will be reviewed and approved by the Department prior to her or his appointment as Vendor's Project Manager. Vendor represents that its Project Manager will be fully qualified to perform the tasks required of that position under this Agreement. Vendor's Project Manager shall be able to make binding decisions pursuant to this Agreement on behalf of and for Vendor. Any written commitment by Vendor's Project Manager and persons designated by her/him in writing for this purpose, within the scope of this Agreement, shall be binding upon Vendor. Vendor's Project Manager shall exercise her or his best efforts while performing under this Agreement. Vendor's Project Manager shall be at the Department's site as needed during the course of work under this Agreement and will be available either in person, by telephone or E-mail to respond promptly (in no event more than [2] hours after receipt of a request or inquiry from the Department) during the business day to inquiries from the Department.

6.3.2 Review Meetings. Commencing with performance of this Agreement, Vendor's Project Manager shall meet weekly with the Department's project manager and representatives, unless otherwise mutually agreed, to discuss progress made by the Vendor in the performance of this Agreement. Vendor's Project Manager shall provide a status report, listing any problem or concern encountered since the last meeting. Vendor shall maintain records of such reports and other communications issued in writing during the course of its performance under this Agreement.

6.3.3 Reports. At the next scheduled meeting after which any party has identified in writing a problem, the Vendor shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. At a minimum, reports prepared by Vendor's Project Manager shall describe the previous week's activities, including problems encountered and their disposition, results of tests, whether or not deadlines were met, status of Deliverables, proposed changes to the Project Plan and any problems that may have arisen that need to be addressed before proceeding to the next activities. Vendor's proposed format and level of detail for its status reports shall be subject to the Department's approval.

6.3.4 Problem Reporting Omissions. The Department's receipt of acceptance of a problem report shall not relieve Vendor of any obligation under this Agreement or waive any other remedy under this Agreement or at law or equity that the Department may have. The Department's failure to identify the extent of a problem or Deficiency, or the extent of damages incurred as a result of a problem or Deficiency, shall not act as a waiver of performance under this Agreement.

6.3.5 Change Order Procedure. The Department may at any time request a modification to the Statement of Work using a change order. The following procedures for a change order shall be followed:

6.3.5.1 Written Request. The Department shall specify in writing the desired modifications to the same degree of specificity as in the original Statement of Work.

6.3.5.2 Vendor's Response. Vendor shall submit to the Department a firm time and cost proposal and any proposed modifications to the Project Plan for the requested change order within five (5) business days of receiving the Department's change order request.

6.3.5.3 Acceptance of Vendor's Estimate. If the Department accepts Vendor's proposal, Vendor shall perform the modified services subject to the firm time and cost proposals included in Vendor's response and subject to the terms and conditions of this Agreement.

6.4 Key Personnel. The Department considers [name project manager and any other key personnel of Vendor] from Vendor to be essential to a successful project. Vendor shall not remove, reassign or substitute the individual(s) identified in this section except in the event of death, illness, retirement, disability, or termination from employment, conditions permitting absence from employment under the Family and Medical Leave Act of 1993, or in the event of the Department's written consent. If at any time during the term of this Agreement, the Department becomes dissatisfied with the performance of any individual who is part of Vendor's personnel, the Department shall notify Vendor of the reasons for such dissatisfaction and may request the replacement of such individual. Vendor will promptly investigate such request and the reasons for such dissatisfaction and report back to the Department on the corrective action Vendor believes is appropriate to address the Department's

concerns and dissatisfaction. If the parties determine that such individual needs to be replaced, the replacement shall be effected promptly with a substitute individual having equal or greater ability, experience and qualifications than the departing individual.

6.5 Liquidated Damages. Vendor acknowledges and agrees that any delay or failure by Vendor to timely perform its obligations in accordance with this Agreement will delay and disrupt the Department's operations and will result in significant loss, expense and damages to the Department and the State. Furthermore, Vendor acknowledges and agrees that it may be extremely impractical and difficult to determine actual damages that the Department or the State may sustain. The following provisions in this Section 6.5 describe the liquidated damages Vendor shall pay to the Department as a result of non-performance hereunder by Vendor and that such liquidated damages are reasonable.

6.5.1 [Vendor shall pay as liquidated damages \$\_\_\_\_\_ a day for each and every day or portion thereof that Vendor fails to timely perform each Key Milestone (as defined in the Project Plan) in accordance with the Project Plan. The parties acknowledge and agree that Vendor could incur liquidated damages for more than one Key Milestone if Vendor fails to timely perform its obligations by each date.]

6.5.2 [Vendor shall pay as liquidated damages \$\_\_\_\_\_ a day for each and every day or portion thereof that Vendor fails to correct a Deficiency or respond to the Department's request for support or correction of a Deficiency within the time period specified for correction or response.]

6.5.3 [Vendor shall pay as liquidated damages \$\_\_\_\_\_ each time Vendor removes, reassigns or substitutes a person identified in Section 6.4 in violation of that section].

6.5.4 The assessment of liquidated damages shall not constitute a waiver or release of any other remedy the Department may have for Vendor's breach of this Agreement, including the Department's right to terminate this Agreement, and shall be entitled in its discretion to recover actual damages caused by Vendor's failure to perform any of its obligations under this Agreement. However, the Department will reduce such actual damages by the amounts of any liquidated damages received for the same events causing the actual damages. The assessment of liquidated damages shall be in addition to and not in lieu of such other remedies as may be available to the Department. It is expressly agreed that the waiver of any liquidated damages due the Department shall constitute a waiver only as to such liquidated damages and not a waiver of any future liquidated damages. Any failure by the Department to demand liquidated damages within any period of time shall not constitute a waiver of such claim by the Department.

6.5.5 Amounts due the Department as liquidated damages may be deducted by the Department from any fees or other compensation payable to Vendor under this Agreement, or the Department may bill Vendor as a separate item therefor or otherwise request in writing Vendor's payment of liquidated damages assessed by the Department. Vendor shall promptly pay the Department any assessed liquidated damages, but in no event later than fifteen (15) days after the date of the Department's assessment or other written request for liquidated damages. At the Department's option, the Department may obtain payment of assessed liquidated damages through one (1) or more claims upon any performance bond furnished by Vendor.

**Section 7      Term**      The term of this Agreement is for 12 months, unless terminated earlier in accordance with the terms of this Agreement. The effective date of the resulting contract shall be the date by which both parties had signed the agreement and shall expire one year following execution. At least thirty days prior to expiration, with the mutual consent of both parties, the contract may be renewed for another one year period to accommodate completion of all deliverables. The State reserves the option to renew as needed, not to exceed a total term of six years from date of original execution plus any transition period.

## **Section 8      Representations, Warranties and Covenants**

8.1      Vendor represents and warrants that the Deliverables ( in whole and in part) shall: (i) be free from material Deficiencies; and (ii) meet, conform to and operate in accordance with all Specifications and in accordance with this Agreement [during the term of this Agreement or for one year following the date [on which the Department provides notice of Final Acceptance or on which final implementation of the System is complete and the Department is running the System in live production or specify some other event which triggers commencement of the warranty period] (the "Warranty Period"). During the [term of this Agreement / Warranty Period], Vendor shall repair, correct or replace any Deliverable that contains or experiences material

Deficiencies or fails to meet, conform to or operate in accordance with Specifications at no cost to the Department [within three (3) business days of or promptly upon] receiving notice of such Deficiencies or failures from the Department. In the event Vendor is unable to repair, correct or replace such Deliverable to the Department's satisfaction, Vendor shall refund the fees or other amounts paid for the Deliverables and for any services related thereto. The foregoing shall not constitute an exclusive remedy under this Agreement, and the Department shall be entitled to pursue any other available contractual, legal or equitable remedy.

8.2 Vendor represents and warrants that it is fully aware of the Department's business requirements and intended uses for the Deliverables as set forth in the RFP, and the Deliverables shall satisfy such requirements in all material respects and are fit for such intended uses.

8.3 Vendor represents and warrants that: (i) all Deliverables shall be wholly original with and prepared solely by Vendor; (ii) it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses and authority necessary to provide the services and Deliverables to the Department hereunder and to assign, grant and convey the rights, benefits, licenses and other rights assigned, granted or conveyed to the Department hereunder [and under the Software License Agreement] without violating any rights of any Third Party; and (iii) the Department shall peacefully and quietly have, hold, possess, use and enjoy the Deliverables without suit, disruption or interruption.

8.4 Vendor represents and warrants that: (i) the Deliverables (and all intellectual property rights therein and related thereto); and (ii) the Department's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights therein and related thereto), do not and shall not misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any Third Party. Vendor further represents and warrants there is no pending or threatened claim, litigation or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. Vendor shall inform the Department in writing immediately upon becoming aware of any actual, potential or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then Vendor shall, at the Department's request: (i) procure for the Department the right or license to continue to use the Deliverable at issue; (ii) replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; (iii) modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; or (iv) accept the return of the Deliverable at issue and refund to the Department all fees, charges and any other amounts paid by the Department under this Agreement [and the Software License Agreement] with respect to such Deliverable. In addition, Vendor agrees to indemnify, defend, protect and hold harmless the Department and the State and their officers, directors, employees, officials and agents as provided in the Indemnification section of this Agreement. The foregoing remedies shall be in addition to and not exclusive of other remedies available to the Department and shall survive termination of this Agreement.

8.5 Vendor agrees that the Deliverables and all intellectual property rights and proprietary rights therein or related thereto, shall become and remain the sole and exclusive property of the Department and the State. Vendor hereby irrevocably transfers, assigns and conveys to the Department and the State all right, title and interest in and to such Deliverables and all intellectual property rights and proprietary rights therein or related thereto. Vendor shall take all actions as may be necessary or requested by the Department to carry out and effect such transfer, assignment and conveyance. Vendor represents and warrants that the Department and the State shall acquire good and clear title to such Deliverables, free from any claims, liens, security interests, encumbrances or other rights or interests of Vendor or of any Third Party. The Department and the State shall have the right to obtain and hold copyrights, patents or such other registrations or intellectual property protections as may be desirable or appropriate to the subject matter, and any extensions or renewals thereof. Vendor shall assist the Department and the State to obtain and secure copyrights, patents or other intellectual property rights, registrations or protections with respect to all such Deliverables in the United States and any other countries. Vendor agrees to execute all papers and to give all facts known to it necessary to secure United States or foreign country copyrights and patents, and to transfer or cause to transfer to the Department and the State all the right, title and interest in and to such Deliverables. Vendor also agrees to waive and not assert any moral rights it may have with regard to such Deliverables. The Vendor shall not retain any property interests or



other rights in and to such Deliverables and shall not use such Deliverables, in whole or in part, for any purpose, without the prior written consent of the Department and the payment of such royalties or other compensation as the Department deems appropriate. As the owner of such Deliverables, the Department and the State may, without limitation: (i) adapt, change, modify, edit or use the Deliverables as the Department or the State sees fit, including in combination with the works of others, prepare derivative works based on the Deliverables, and publish, display and distribute throughout the world any Deliverable(s) in any medium, whether now known or later devised, including, without limitation, any digital or optical medium, and (ii) make, use, sell, license, sublicense, or lease the Deliverables and any intellectual property rights therein or related thereto without payment of additional compensation to Vendor. For purposes of this Section 8.5, Deliverables shall be deemed to specifically exclude: [Software that is licensed to the Department pursuant to the Software License Agreement. Note: describe any other Deliverables in which Vendor may be retaining an interest].

8.6 All warranties made by Vendor in this Agreement, whether or not this Agreement specifically denominates Vendor's promise as a warranty or whether the warranty is created only by Vendor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the Department, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Agreement are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Vendor.

8.7 Vendor represents, warrants and covenants that all services to be performed under this Agreement shall be performed in a professional, competent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms and Specifications of this Agreement and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Agreement, the parties agree that the applicable specification shall be the generally accepted industry standard. So long as the Department notifies Vendor of any services performed in violation of this standard, Vendor shall re-perform the services at no cost to the Department, such that the services are rendered in the above-specified manner, or if the Vendor is unable to perform the services as warranted, Vendor shall reimburse the Department any fees or compensation paid to Vendor for the unsatisfactory services.

8.8 Vendor represents, warrants and covenants that it has complied with, and shall comply with, all applicable federal, state, foreign and local laws, rules, regulations, codes, and ordinances in connection with its performance under this Agreement [and the Software License Agreement].

8.9 Vendor represents, warrants and covenants that it has no interest and shall not acquire any direct or indirect interest that would conflict in any manner or degree with the performance of its obligations under this Agreement.

8.10 Vendor represents and warrants that the Deliverables will comply with any applicable federal, state foreign and local laws, rules, regulations, codes, and ordinances in effect during the term of this Agreement. [Vendor represents and warrants that the Deliverables will comply with applicable provisions of Section 508 of the Rehabilitation Act of 1073, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Department of Administrative Services, Information Technology Enterprise.]

8.11 Vendor covenants that it will comply with and adhere to all Department and State information technology standards, including, without limitation, all technical and security standards, procedures and protocols, and that Vendor will take all precautions necessary to prevent unauthorized access to the Department's and the State's systems, networks, computers, property, records, data, and information.

## **Section 9 Indemnification**

9.1 Vendor and its successors and permitted assigns shall defend, protect, indemnify and hold harmless the Department, the State and their employees, officers, board members, agents, representatives, and officials ("Indemnitees") from and against any and all claims, actions, suits, liabilities, damages, losses, settlements, demands, deficiencies, judgments, costs and expenses (including, without limitation, the reasonable value of

time of the Attorney General's Office and the costs, expenses and attorney fees of other counsel retained by any Indemnitee) directly or indirectly related to, resulting from, or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising out of:

9.1.1 Any violation or breach of any term or condition of this Agreement by or on behalf of Vendor, including, the furnishing or making by Vendor of any statement, representation, warranty or certification in connection with this Agreement, the RFP or the Proposal that is false, deceptive, or materially incorrect or incomplete; or

9.1.2 Any act or omissions of Vendor, including, without limitation, any negligent acts or omissions, intentional or willful misconduct, or unlawful acts of Vendor, its officers, employees, agents, board members, subsidiaries, affiliates, contractors or subcontractors; or

9.1.3 Vendor's performance or attempted performance of this Agreement; or

9.1.4 Failure by Vendor or its employees, agents, officers, directors, subsidiaries, affiliates, contractors or subcontractors to comply with all applicable local, state, federal and international laws, rules, ordinances and regulations; or

9.1.5 Any failure by Vendor or its employees, agents, officers, directors, contractors or subcontractors to make all reports, payments and withholdings required by Federal and state law with respect to Social Security, worker's compensation, employee income and other taxes, fees or costs required by the Vendor to conduct business in the State; or

9.1.6 Any alleged or actual misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights or personal rights of any Third Party, including any patents, trademarks, trade dress, trade secrets, or copyrights of a Third Party.

9.2 Vendor's duties as set forth in this Section 9 shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by the Department or any other Indemnitee.

9.3 The Department will reasonably cooperate with Vendor to facilitate the defense of any action defended by Vendor. The Department reserves the right to participate in the defense of any such action.

9.4 Vendor shall be liable for any personal injury or damage to property caused by the fault or negligence of Vendor, its officers, directors, employees, agents and approved contractors or subcontractors.

## **Section 10      Default and Termination**

10.1      Termination for Cause by the Department. The Department may terminate this Agreement upon written notice for the breach by Vendor of any material term, condition or provision of this Agreement, if such breach is not cured within the time period specified in the Department's notice of breach or any subsequent notice or correspondence delivered by the Department to Vendor, provided that cure is feasible. Any time allowed for cure of a default shall not eliminate or reduce any liability Vendor may have for liquidated damages. In addition, the Department may terminate this Agreement effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

10.1.1      Vendor furnished any statement, representation, warranty or certification in connection with this Agreement, [the Software License Agreement,] the RFP or the Proposal that is false, deceptive, or materially incorrect or incomplete;

10.1.2      Vendor or any of Vendor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

10.1.3      Dissolution of Vendor or any parent or affiliate of Vendor owning a controlling interest in Vendor;

10.1.4      Vendor terminates or suspends its business;

10.1.5      Vendor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited;

10.1.6 Vendor has failed to comply with any applicable international, federal, state, or local laws, rules, ordinances, regulations or orders when performing within the scope of this Agreement;

10.1.7 The Department determines or believes the Vendor has engaged in conduct that has or may expose the Department or the State to material liability;

10.1.8 Vendor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or Vendor misappropriates or allegedly misappropriates a trade secret; or

10.1.9 Any of the following has been engaged in by or occurred with respect to Vendor or any corporation, shareholder or entity having or owning a controlling interest in Vendor:

10.1.9.1 Commencing or permitting a filing against it which isn't discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;

10.1.9.2 Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;

10.1.9.3 Making an assignment for the benefit of creditors;

10.1.9.4 Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Vendor's performance of its obligations under this Agreement [or the Software License Agreement]; or

10.1.9.5 Taking any action to authorize any of the foregoing.

The Department's right to terminate this Agreement shall be in addition to and not exclusive of other remedies available to the Department.

10.2 Termination for Convenience. Following thirty (30) days written notice, the Department may terminate this Agreement in whole or in part for convenience without the payment of any penalty or incurring any further obligation to Vendor. Termination for convenience can be for any reason or no reason at all.

10.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following:

10.3.1 The legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement; or

10.3.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder [or under the Software License Agreement] are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or

10.3.3 If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified; or

10.3.4 If the Department's duties, programs or responsibilities are modified or materially altered; or

10.3.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Department's ability to fulfill any of its obligations under this Agreement or the operation of the System.

The Department shall provide Vendor with written notice of termination pursuant to this section.

10.4 Limitation of the State's Payment Obligations. In the event of termination of this Agreement for any reason by either party (except for termination by the Department pursuant to Section 10.1), the Department shall pay only those amounts, if any, due and owing to Vendor for [Deliverables for which Acceptance has been provided by the Department] [or for services actually and satisfactorily rendered] up to and including the date of termination of this Agreement and for which the Department is obligated to pay pursuant to this Agreement. Payment will be made only upon submission of invoices and proper proof of Vendor's claim. Notwithstanding the foregoing, this Section 10.4 in no way limits the rights or remedies available to the Department and shall not be construed to require the Department to pay any compensation or other amounts hereunder [or under the Software License Agreement] in the event of Vendor's breach of this Agreement [or the Software License Agreement] or any amounts withheld by the Department in accordance with the terms of this Agreement. The Department shall not be liable, under any circumstances, for any of the following:

10.4.1 The payment of unemployment compensation to Vendor's employees;

10.4.2 The payment of workers' compensation claims, which occur during the Agreement or extend beyond the date on which the Agreement terminates;

10.4.3 Any costs incurred by Vendor in its performance of the Agreement, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Agreement [and/or the Software License Agreement];

10.4.4 Any damages or other amounts, including amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Agreement [or the Software License Agreement];

10.4.5 Any taxes Vendor may owe in connection with the performance of this Agreement [or the Software License Agreement], including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

10.5 Vendor's Termination Duties. Upon receipt of notice of termination or upon request of the Department, Vendor shall:

10.5.1 Cease work under this Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work performed under the Agreement and such other matters as the Department may require.

10.5.2 Immediately cease using and return to the Department any property (including, without limitation, Department Property) or materials, whether tangible or intangible, provided by the Department to Vendor.

10.5.3 Cooperate in good faith with the Department and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement service provider.

10.5.4 Immediately return to the Department any payments made by the Department for services or Deliverables that were not rendered or provided by Vendor.

10.6 Termination for Cause by Vendor. Vendor may only terminate this Agreement upon written notice for the breach by the Department of any material term, condition or provision of this Agreement, if such breach is not cured within sixty (60) days of the Department's receipt of Vendor's written notice of breach.

## **Section 11 Insurance.**

11.1 Insurance Policies. Vendor shall maintain in full force and effect, with insurance companies of recognized responsibility, at its expense, insurance covering its work of the type and in amounts required by this Agreement. Vendor's insurance shall, among other things, insure against loss or damage resulting from Vendor's performance of this Agreement and shall be subject to the approval of the Department. All such insurance policies shall remain in full force and effect for the entire term of this Agreement and shall not be canceled or changed without the Department's prior written consent.

Unless otherwise requested by the Department, Vendor shall, at its sole cost, cause to be issued and maintained in effect during the entire term of this Agreement not less than the insurance coverage set forth below each naming the Department and the State of Iowa as an additional insured or loss payee, as applicable:

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$5 million
	Prod./Comp. Aggregate	\$1 million
	Personal injury	\$1 million
	Each Occurrence	\$1 million
Excess Liability, umbrella form	Each Occurrence	\$1 million
	Aggregate	\$2 million
Errors and Omissions Insurance	Each Occurrence	\$2 million
Property Damage	Each Occurrence	\$1 million
	Aggregate	\$2 million
Workers Compensation and Employer Liability	As Required by Iowa law	

11.2 Claims Provision. All insurance policies required by this Agreement must provide coverage for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.

11.3 Certificates of Coverage. Certificates of the insurance described above shall be submitted to the Department within thirty (30) days after the effective date of this Agreement and shall be subject to approval by the Department. Vendor shall provide certificates for the coverage required. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days prior written notice to the Department.

11.4 No Limitation of Liability. Acceptance of the insurance certificates by the Department shall not act to relieve Vendor of any obligation under this Agreement. All insurance policies and certificates shall be issued only by companies authorized to transact business in the State of Iowa. It shall be the responsibility of Vendor to keep the respective insurance policies and coverages current and in force during the life of this Agreement.

11.5 Warranty. Vendor warrants that it has examined its insurance coverage to determine whether the Department and the State can be named as additional insureds without creating an adverse effect on Vendor's coverage.

11.6 Waiver of Subrogation Rights. Vendor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the Department or the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the Department.

## Section 12 Contract Administration

12.1 Independent Contractor. Vendor is an independent contractor performing services for the Department. Vendor shall not hold itself out as an employee or agent of the Department. The Department shall not provide Vendor with office space, support staff, equipment or tools, or supervision beyond the terms of this Agreement. Neither Vendor nor any of its staff are eligible for any State employee benefits, including, but not limited to, retirement benefits, insurance coverage or the like. Vendor and its staff shall not be considered employees of the Department or the State for any purpose, including for federal or State tax purposes. The Department shall not withhold taxes on behalf of Vendor. Vendor shall be responsible for payment of all taxes in connection with any income earned from performing this Agreement.

12.2 Compliance with the Law and Regulations.

12.2.1 Vendor and its employees, agents, officers, directors, approved contractors and subcontractors shall comply with all applicable federal, state, international, and local laws, rules, ordinances, codes, regulations and orders when performing within the scope of this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment, the administrative rules of the Iowa Department of Management and the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws, and laws relating to the use of targeted small businesses as subcontractors or suppliers. Vendor shall comply with any applicable reporting and compliance standards of the Department of Management regarding equal

employment. Vendor may be required to submit its affirmative action plan to the Department of Management to comply with the requirements of 541 Iowa Admin. Code Chapter 4. Vendor shall make the provisions of this section a part of its contracts with any approved subcontractors providing goods or services related to Vendor's performance of this Agreement.

12.2.2 Vendor shall give notice to any labor union with which it has a bargaining or other agreement of its commitment under this section of the Agreement. Vendor shall make the provisions of this section a part of its contracts with any approved subcontractors providing goods or services related to the fulfillment or performance of this Agreement.

12.2.3 The Department may consider the failure of Vendor to comply with any law or regulation as a material breach of this Agreement.

12.3 Confidentiality. Vendor and its employees, agents, approved contractors and subcontractors may have access to Confidential Information, data, software, hardware, programs or other information or property possessed, owned or maintained by the Department or the State ("Department Property") to the extent necessary to carry out its responsibilities under the Agreement. Such Department Property shall at all times remain the property of the Department and/or the State. Vendor shall preserve the confidentiality of Department Property disclosed or furnished by the Department to Vendor and shall maintain procedures for safeguarding such property. Vendor must designate one individual who shall remain the responsible authority in charge of all Department Property collected, used, or disseminated by Vendor in connection with the performance of this Agreement. Vendor shall accept responsibility for providing adequate supervision and training to its agents, employees and any approved contractors and subcontractors to ensure compliance with the terms of this Agreement. Vendor and its employees, agents, and any approved contractors or subcontractors may be required by the Department to execute confidentiality or non-disclosure agreements to obtain access to certain Department Property.

Vendor and its employees, agents, approved contractors and subcontractors shall not disclose, publish, reproduce, disseminate or otherwise use any Department Property received, collected, maintained, or used in the course of performance of the Agreement except as permitted by the Department to enable Vendor to perform its obligations under this Agreement and except as required by applicable laws, rules or regulations, either during the term of this Agreement or thereafter. Vendor agrees to return any and all Department Property received, collected, accessed, maintained, created, or used in the course of the performance of the Agreement in whatever form it is maintained promptly at the request of the Department. In the event that Vendor receives a request for access to any Department Property, Vendor shall immediately communicate such request to the Department for consideration and handling.

Vendor shall indemnify the Department, the State and all other Indemnitees in the manner provided for indemnification elsewhere in this Agreement for a violation of this section. In the event of a breach of this section, the Department may terminate this Agreement immediately without notice of default and opportunity to cure. Vendor's obligations under this section shall survive expiration or termination of this Agreement.

12.4 Amendments. This Agreement may be amended in writing from time to time by mutual consent of the parties. Both parties must execute all amendments to this Agreement.

12.5 Third Party Rights. No person other than the parties hereto, their respective successors and permitted assigns, the State and Governmental Entities may rely on or derive any rights pursuant to or under this Agreement. This Agreement is intended to benefit only the Department, the State, Governmental Entities and the Vendor.

12.6 Choice of Law and Forum.

12.6.1 This Agreement shall be governed in all respects by, and construed in accordance with, the laws of the state of Iowa, without giving effect to the choice of law principles thereof. .

12.6.2 Any and all litigation or actions commenced in connection with this Agreement, including after expiration or termination of this Agreement, shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court for Polk County, but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. Vendor irrevocably: (i) consents and agrees that any legal or equitable action or proceeding arising under, in

connection with or arising out of this Agreement shall be brought and maintained exclusively in the aforesaid courts; and (ii) submits to and accepts, with respect to any such action or proceeding, for it and in respect of its properties and assets regardless of the physical or legal situs thereof, generally and unconditionally, the jurisdiction of the aforesaid courts.

12.6.3 This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Department or the State.

12.6.4 Vendor irrevocably consents to service of process by certified or registered mail addressed to the Vendor's designated agent. The Vendor appoints [name] at [ address ] Des Moines, Iowa, as its agent to receive service of process. If for any reason the Vendor's agent for service is unable to act as such or the address of the agent changes, Vendor shall immediately appoint a new agent and provide the Department with written notice of the change in agent or address. Any change in the appointment of the agent or address will be effective only upon actual receipt by the Department. Nothing in this provision will alter the right of the Department to serve process in any other manner permitted by law.

12.6.5 This Section 12.6 shall survive termination of this Agreement.

12.7 Assignment and Delegation. This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party, except that the Department may assign this Agreement to any State agency or unit of State government that succeeds the Department's duties hereunder or otherwise assumes responsibility for functions or duties currently assumed by the Department to which the Deliverables relate. For purposes of construing this clause, a transfer of a controlling interest in Vendor, a merger, sale or consolidation of Vendor, or a sale of substantially all of Vendor's assets shall be considered an assignment. Vendor agrees that it shall provide the Department with the earliest possible advance notice of any proposed sale or transfer or any controlling interest in or substantial assets of Vendor and of any proposed merger, sale or consolidation of Vendor. Vendor agrees that it shall not use this Agreement, or any portion thereof, for collateral or to otherwise secure any financial obligation of Vendor or any affiliate thereof without the prior written consent of the Department.

12.8 Use of Third Parties. None of the services to be provided by Vendor pursuant to this Agreement shall be subcontracted or delegated to any Third Party without the prior written consent of the Department. The Department's consent shall not be deemed in any way to provide for the incurrence of any additional obligation of the Department, whether financial or otherwise. Any subcontract to which the Department has consented shall be in writing and shall in no way alter the terms and conditions of this Agreement. All subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that the Department may deem necessary. Vendor is solely liable for any and all payments that may be due to a subcontractor pursuant to any subcontract. Vendor shall indemnify, defend and hold harmless the Department and the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Vendor's breach of any subcontract into which it enters, including Vendor's failure to pay any and all amounts due to any subcontractor. All subcontracts shall contain provisions for the Department access to the subcontractor's books, documents, and records and for inspections of work, as required of Vendor herein. No subcontract or delegation of work shall relieve or discharge Vendor from any obligation, provision, or liability under this Agreement. Vendor shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any such contractor or subcontractor. Any action of a subcontractor, which, if done by Vendor, would constitute a breach of this Agreement, shall be deemed a breach by Vendor and have the same legal effect.

12.9 Integration. This Agreement [and the Software License Agreement] represents the entire Agreement between the parties concerning the subject matter hereof, and neither party is relying on any representation that may have been made which is not included in this Agreement [or the Software License Agreement.] The Department shall not be bound by any "shrink-wrap" agreement, "click-wrap" agreement, or "sneakwrap" agreement (or any other similar agreement) that may accompany or relate to a Deliverable. Vendor acknowledges that it has thoroughly read this Agreement and all related schedules, exhibits, and other documents and has had the opportunity to receive competent advice and counsel necessary for it to form a complete understanding of all rights and obligations herein and to accept same freely and without coercion of any kind. Accordingly, this Agreement shall not be construed or interpreted against the Department on the basis of draftsmanship or preparation thereof.

12.10       Obligation Beyond Agreement Term. This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement. Vendor's obligations under this Agreement which by their nature would continue beyond the termination of this Agreement, including, by way of illustration and not by limitation, those obligations set forth in Sections 4.1, 5.1 - 5.4, 5.6 - 5.82, 8.1 - 8.11, 9.1 - 9.4, 10.4 - 10.7, 11, 12.2, 12.3, 12.6, 12.8, 12.10 - 12.15, 12.19, 12.24, 12.28, 12.30, 12.32, 12.33, and 12.38 - 12.40 shall survive termination of this Agreement and/or termination of Support.

12.11       Supersedes Former Agreements. This Agreement supersedes all prior Agreements between the Department and Vendor for the goods and services provided in connection with this Agreement, [except for the Software License Agreement.]

12.12       Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the Department and Vendor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

#### 12.13       Notices

12.13.1       Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to the Department: \_\_\_\_\_

If to Vendor: \_\_\_\_\_

12.13.2       Any notice or communication sent by certified U.S. Mail under this Agreement shall be deemed given upon receipt as evidenced by the U.S. Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature attained by the carrier.

12.13.3       From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

12.14       Cumulative Rights. The various rights, powers, options, elections and remedies of the Department and the State provided in this Agreement shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed the Department and the State by law, and shall in no way affect or impair the right of the Department or the State to pursue any other contractual, equitable or legal remedy to which the Department and the State may be entitled as long as any default remains in any way un-remedied, unsatisfied, or un-discharged. The election by the Department or the State of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

12.15       Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

12.16       Time is of the Essence. Time is of the essence with respect to Vendor's performance of its obligations under this Agreement. Vendor shall ensure that all personnel providing services to the Department are responsive to the Department's requirements and requests in all respects.

12.17       Authorization. Vendor represents and warrants that it has the right, power and authority to enter into and perform its obligations under this Agreement and that it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation of Vendor, enforceable in accordance with its terms.



12.18 Successors in Interest. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties' hereto and their respective successors, assigns, and legal representatives.

12.19 Records Retention and Access. Vendor shall maintain books, documents and records that sufficiently and properly document Vendor's performance under this Agreement, including records that document all fees and other amounts charged during the term of this Agreement, for a period of at least five (5) years following the later of the date of final payment, termination or expiration of this Agreement, or the completion of any required audit. Vendor shall permit the Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, at no charge, to access and examine, audit, excerpt and transcribe any pertinent books, documents, electronic or optically stored and created records or other records of Vendor relating directly or indirectly to Vendor's performance under this Agreement. Vendor shall not impose a charge or seek payment for any fee, charge, or expense associated with any audit or examination of such books, documents and records. Vendor shall require its subcontractors to agree to the same provisions of this section.

12.20 Headings or Captions and Terms. The section headings or captions are for identification purposes only and do not limit or construe the contents of the sections. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, and the word "or" has the inclusive meaning represented by the phrase "and/or." The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The words "thereof," "herein," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

12.21 Multiple Counterparts. This agreement shall be executed in two or more counterparts, any one of which shall be an original without reference to the others.

12.22 Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting the relationship of the partnership, joint venture (or other association of any kind or agent/principal relationship) between the parties hereto. Each party shall be deemed an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon, another party to this Agreement.

12.23 Additional Provisions. The parties agree that if an Addendum, Rider, Schedule, Appendix or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

12.24 Further Assurances and Corrective Instruments. The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

12.25 Obligations of Joint Entities. If Vendor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this agreement, and for any default of such activities and obligations.

12.26 Force Majeure.

12.26.1 Neither Vendor nor the Department shall be liable to the other for any delay or failure of performance of this Agreement, and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "force majeure" and not as a result of the fault or negligence of a party.

12.26.2 As used in this Agreement, "force majeure" includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party effected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. Failure to perform by a subcontractor or an agent of Vendor shall not be considered a "force majeure" unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Agreement. "Force Majeure" does not include financial difficulties of Vendor or any parent, subsidiary, affiliated or associated company of Vendor or claims or court orders that restrict Vendor's ability to deliver the goods or services contemplated by this Agreement.

12.26.3 If a "force majeure" delays or prevents Vendor's performance, Vendor shall immediately commence to use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be reasonably determined solely by the Department.

12.27 Material Breaches. The references in this Agreement to specific material breaches of this Agreement shall not be construed as implying that other breaches of this Agreement are not material.

12.28 Right of Inspection. Vendor shall allow the Department, or anyone designated by the Department, to inspect its facilities and books and records at all reasonable times in order to monitor and evaluate performance of this Agreement.

12.29 Taxes. Vendor shall be responsible for paying any taxes incurred by Vendor in the performance of this Agreement. The Department and the State are exempt from the payment of State sales and other taxes.

12.30 Title to Property. Title to all property (including Department Property) furnished by the Department and/or the State to Vendor to facilitate the performance of this Agreement shall remain the sole property of the Department and/or the State. All such property shall only be used by Vendor for purposes of fulfilling its obligations under this Agreement and shall be returned to the Department upon the earliest of completion, termination, or cancellation of this Agreement or at the Department's request. Vendor acknowledges that it shall acquire no interest or rights in and to such property. Except as expressly provided in this Agreement, Vendor shall not disclose or use such property for any purpose, including pledging or encumbering it, selling or using it for monetary gain, using it to compile mailing lists, solicit business or pursue other business activities, or otherwise. Title to all property purchased by Vendor, for which Vendor has been reimbursed or paid by the Department under this Agreement, shall pass to and vest in the Department and/or State, except as otherwise provided in this Agreement.

12.31 Exclusivity. This Agreement is not exclusive. During the term of this Agreement, the Department may obtain similar services from other service providers.

12.32 Award of Related Agreements. The Department may undertake or award supplemental or successor agreements for work related to this Agreement. Vendor shall cooperate fully with other contractors, consultants and other persons who may be engaged by the Department or the State in connection with this Agreement. Vendor will ensure that any of its contractors or subcontractors that have been approved by the Department will abide by this provision.

12.33 Sovereign Immunity. The Department and the State do not waive sovereign immunity by entering into this Agreement and specifically retain and reserve the defense of sovereign immunity and all defenses available to them under State and federal laws, rules and regulations for any claim arising out of or related to this Agreement.

12.34 Hardware and Equipment. In the event that any hardware and other equipment owned by Vendor and used in connection with this Agreement are subject to the security interest or a legal or equitable interest by a Third Party, Vendor shall insure in any such transactions that the Department shall be notified of a default occurring under the instrument and if Vendor does not cure the default within the time allowed, the Department may, in its sole discretion, cure the default by Vendor and assess or set off all costs associated with affecting cure, including but not limited to, the amount in default and reasonable attorneys fees against Vendor.

12.35 Disclaimer. All information contained in the RFP and any appendices or attachments thereto reflect the information available to the Department at the time the above cited documents were prepared. The Department does not warrant the accuracy of any such information and shall not be liable for any errors or omissions, or the results of errors or omissions, which may be discovered, at any time, to exist in those documents.

12.36 Procurement by other Governmental Entities. Vendor acknowledges and agrees that other State agencies, departments, boards, commissions, establishments, units and other governmental entities (as defined in Iowa Code Section 8A.101) may procure services and Deliverables from Vendor under this Agreement.

12.37 Assignment of Third Party Warranties. Vendor hereby assigns and shall assign to the Department any and all existing and future warranties, indemnities and other benefits obtained or available from the licensor of any Third Party software or the manufacturer of any equipment or replacement parts provided or otherwise furnished in connection with this Agreement.

12.38 Attorney's Fees and Expenses. Subject to the other terms and conditions of this Agreement, in the event Vendor defaults in any obligations under this Agreement, Vendor shall pay to the Department all costs and expenses (including, without limitation, the reasonable value of time of the Attorney General's Office and the costs, expenses and attorney fees of other counsel retained by or on behalf of the Department) incurred by the Department in enforcing this Agreement or any of its rights and remedies with respect thereto.

12.39 Contract Compliance Audit. Vendor agrees that the Department or a representative of its selection may conduct a complete contract compliance audit at least once annually during the term of this Agreement and after termination or expiration of this Agreement to determine whether or not the Vendor is complying with the terms of this Agreement, criteria established for access to Department Property, State and federal laws regarding Confidential Information, and any other applicable laws and regulations. Vendor shall promptly comply with and correct any deficiencies noted in the audit report as audit exceptions and will promptly implement any recommendations reasonably requested by the Department or its representatives. Vendor shall not impose any charge or fee in connection with any contract compliance audit.

12.40 Care of Property. Vendor shall be responsible for the proper custody and care of any property, data, databases, software, interfaces, hardware, telecommunications lines and equipment, intellectual property and Department Property furnished by the Department for Vendor's use in connection with the performance of the Agreement. Vendor shall exercise its best efforts to prevent damage to all such property and shall, at the Department request, restore damaged property to the extent possible to its condition prior to the damage at the sole expense of Vendor. Such restoration shall be complete when judged satisfactory by the Department. In addition, at the Department's request, Vendor will reimburse the Department for any loss or damage to such property caused by Vendor, or any agent, contractor or subcontractor employed or utilized by Vendor. Vendor shall not take any action that would impair the value of, or goodwill associated with, the name, property and intellectual property rights of the Department and the State. Vendor shall obtain the prior advance written approval from the Department prior to Vendor's use of the name, marks or intellectual property rights of the Department or the State.

12.41 Notification of Events. Vendor shall notify the Department in writing if any of the following has been engaged in by or occurred with respect to Vendor or any corporation, shareholder or entity having or owing a controlling interest in Vendor:

12.41.1 Vendor files or permits the filing against it of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;

12.41.2 Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets; or

12.41.3 Making an assignment for the benefit of creditors; or

12.41.4 Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Vendor's performance of its obligations under this Agreement

12.41.5 An order is entered approving an involuntary petition to reorganize the business of Vendor for all or part of its property; or

12.41.6 If a writ or warrant of attachment, execution, distraint, levy, possession or any similar process that may materially affect the operation of Vendor is issued by any court or administrative agency against all or any material portion of Vendor's property; or

12.41.7 Taking any action to authorize any of the foregoing.

**IN WITNESS WHEREOF**, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

[Department]

[Vendor]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SCHEDULE A  
STATEMENT OF WORK

SCHEDULE B  
PROJECT PLAN

SCHEDULE C  
PERFORMANCE STANDARDS

## **Exhibit A**

# **State of Iowa Enterprise Information Security Policy**

January 28, 2005

### **Purpose**

The purpose of this Enterprise Information Security Policy is to create an environment within state of Iowa agencies that maintains system security and availability, data integrity and individual privacy by preventing unauthorized access to information and information systems and by preventing misuse of, damage to or loss of data. If there is a difference between this policy and other required policies, those with the more stringent control take precedence.

This document describes an enterprise level policy. Enterprise standards, processes and procedures will be developed to assist in the implementation. Each agency is responsible for developing policies, standards, processes and procedures to meet this policy. If it is determined that more stringent measures are needed, the agency is responsible for developing the policies, standards processes and procedures to meet that higher level of security.

### **General Policy Statement**

Information is a state of Iowa asset requiring security commensurate with its value, criticality and sensitivity. The state is entrusted with this information and is accountable for its protection. Measures must be taken to protect information from unauthorized modification, destruction or disclosure, whether accidental or intentional, and to ensure its authenticity, integrity and availability. When information is transferred either internally or externally to the State of Iowa information systems and networks, it must be protected from origin to destination.

Agency information technology processes, procedures, and practices may contain information (confidential or private) about the agency's business, communications, and computing operations or employees. Policies, standards, processes and procedures for distribution of any related documentation should consider both the sensitivity of the information and related statutory exemptions before public disclosure.

Availability of information systems and data resources must be maintained to ensure continued service to citizens and continuity of operations. Agencies must consider a security threat and guard against any action or inaction which interrupts the availability of information systems and data resources.

### **Scope**

For the purposes of this policy, security is defined as the ability to protect the integrity, confidentiality and availability of information processed, stored and transmitted by an agency. Security also involves the ability to protect information technology assets from unauthorized use or modification and from accidental or intentional damage or destruction. In general, information technology assets covered by this policy include those that process, store, transmit or monitor digital information. It includes the security of information technology facilities and off-site data storage; computing, telecommunications and applications related services purchased from other state agencies or commercial entities; and Internet-related applications and connectivity.

This policy applies to all agencies as defined by Iowa Code Chapter 8A, Section 101. Non-participating agencies are encouraged to follow the guidelines in this and other enterprise level security policies, standards, processes and procedures, as well as participate in enterprise level security programs.

### **Statutory Authority**

Iowa Code Chapter 8A, Section 202, gives the Department of Administrative Services authorization for “Developing and maintaining security policies and systems to ensure the integrity of the State of Iowa’s information resources and to prevent the disclosure of confidential records.” The Department of Administrative Services is also responsible for “Prescribing standards and adopting rules relating to information technology and procurement, including but not limited to system design and systems integration and interoperability, which when implemented shall apply to all participating agencies except as otherwise provided in this chapter.”

### **Compliance**

All state of Iowa employees, interns, volunteers and contractors of participating agencies that use, develop, implement or maintain information technology systems covered by the enterprise information security policy are responsible for understanding and complying with all state of Iowa enterprise information security policies, standards, processes and procedures. This includes using, building, configuring and maintaining systems in accordance with these policies, standards, processes and procedures.

Depending on the severity, those who intentionally violate these policies, standards, processes and procedures may receive disciplinary action, up to and including loss of network connectivity, immediate dismissal and/or criminal prosecution.

On an agency level, non-compliant situations will be brought first to the attention of the agency and efforts will be made with the agency to bring it into compliance.

Outsourced processing and storage facilities, such as service bureaus, vendors, partnerships and alliances, must be monitored and reviewed to ensure compliance with enterprise and departmental policies.

Agency directors may request exceptions to this policy. Requests must clearly explain the rationale and implications of the exception. The Chief Information Security Officer will either approve or deny the request within 15 days of submittal.

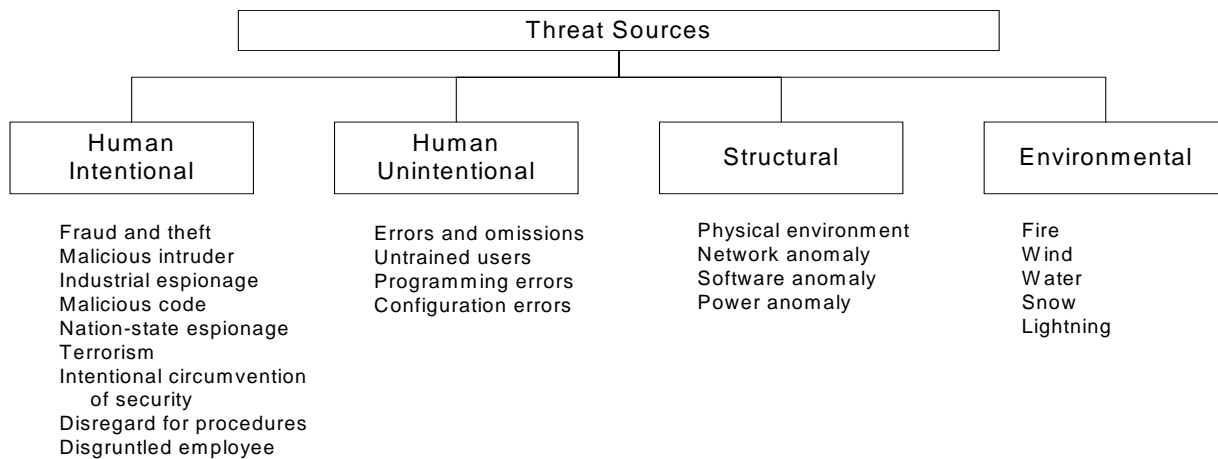
### **Updates**

This document will be reviewed at least every two years and updated as needed.

### **Threats**

State of Iowa information resources are vulnerable to many threats that must be considered when making risk management decisions. The potential impact of all threats should be considered

when conducting a risk assessment. Threats can be categorized both by source and function. The following threats are representative and not all encompassing.



## SECURITY PHILOSOPHY

### Basic Principles

The basic security principles are to protect the confidentiality, integrity and availability of the information and information resources entrusted to the government of the State of Iowa.

- **Confidentiality** means that information deemed sensitive or confidential is protected and unavailable to those who do not have the necessary approvals to view it.
- **Integrity** means that information is correct and has not been altered or corrupted in some way. It also means that programs, applications, procedures and systems function as intended.
- **Availability** means that access to information and information systems is not denied to authorized users.

Security is an enabler critical to the success of technology initiatives and should not be viewed as a deterrent or irritant.

### Information Assurance

Information security encompasses many disciplines, including computer security, network security, communications security and physical security. For Iowa state government systems, security will follow the concept of information assurance. The overall goal of information assurance is to protect and defend information and information systems. Disruptions in today's environment are not preventable 100 percent of the time; therefore, the state must be prepared to respond appropriately and recover to ensure the confidentiality, integrity and availability of its information and information systems. Information assurance entails information protection, event detection, appropriate response and restoration of information and services.

### **Defense in Depth**

In the government of the state of Iowa, servers, PC's, networks, network components and other information technology devices will be implemented using the principle of "defense in depth."

Network and system security can be significantly improved when defense and detection measures are implemented in layers, so there are multiple opportunities to stop problems. This approach, in combination with an information assurance strategy, provides the best opportunity to reduce risks to appropriate levels.

### **Risk Management**

It is impossible to eliminate all risk, but security measures are used to mitigate risk to acceptable levels, and all security decisions should be made with risk management in mind.

### **Access Control**

Access control involves restricting physical access to resources and logical access to computers and networks. Access control decisions should be made based on the concept of least privilege, which means that individuals are given only those necessary accesses and rights, usually based on job duties and responsibilities.

### **Enterprise Information Assurance**

State of Iowa agencies' computer systems and networks are increasingly interconnected, so a risk accepted by one agency is often a risk imposed on others. Therefore, an enterprise approach to security with common security policies, standards, processes and procedures is needed. Security measures are most effective when considered end-to-end; that is, from the point of origin to the point of delivery.

### **ROLES AND RESPONSIBILITIES**

Information assurance requires the active support and ongoing participation of all involved parties. It requires support from the executive level and universal compliance. Responsibility for satisfying policy requirements is shared and extends to all personnel involved with the development, implementation, operations, use and maintenance of government information systems. Each person shall satisfy the requirements as they relate to the portion of each information system under their control. Implementation, acceptance and maintenance of adequate system and network security is a shared responsibility of senior management, project managers, security and system administrators, supporting and using organizations, technology providers and users. Senior managers, project managers, technical staff and security personnel are responsible for evaluating the level of risk associated with any particular information system and implementing adequate security controls to reduce the risk to an acceptable level.

The following are specific roles and responsibilities both at the management and staff level.

### **Enterprise Information Security Office**

Under the auspices of the Department of Administrative Services and under the leadership of the Chief Information Security Officer, the Information Security Office develops and implements an enterprise risk management program, publishes enterprise level security policies, standards, processes and procedures, and provides programs and processes to facilitate the implementation



of this policy. The Information Security Office will serve as a central coordinating group to establish cyber security response procedures, ensure that best practices are shared, coordinate training and act as a catalyst to improve overall cyber security across state government.

It also coordinates the development of security service offerings and functions to ensure needed security services are available to Iowa government-related entities. The Chief Information Security Officer is responsible for maintaining a relationship with agencies; coordinating relevant information flow between the agency and the Information Security Office, and disseminating appropriate information throughout the Enterprise.

### **Agency Director**

Agency directors (or equivalent), in coordination with their chief information officers and division administrators, are ultimately responsible for the implementation of the enterprise information security policy in their agencies and the development and implementation of agency security policies, standards, processes, and procedures. Agency directors also formally appoint primary and alternate agency security officers to function as liaisons to the Information Security Office.

### **Agency CIO**

Each agency chief information officer coordinates with their director, security officer, and other management personnel to ensure the implementation of the enterprise information security policy. They also develop and implement agency security policies, standards, processes, and procedures. Each chief information officer is responsible for implementing an information technology program that includes security measures meeting or exceeding enterprise security policies, standards, processes and procedures.

### **Agency Security Officer**

Each agency's security officer coordinates with the agency chief information officer and other management personnel to ensure the implementation of the enterprise information security policy in their agencies, including the development and implementation of agency security policies, standards, processes and procedures. The security officer is responsible for maintaining a relationship with the Information Security Office, coordinating relevant information flow between the agency and the Information Security Office, and disseminating appropriate information throughout the agency. The security officer is the Information Security Office's main point of contact within each agency.

### **Agency Managers/Supervisor**

Managers and supervisors are responsible for ensuring their staff members know and understand appropriate security policies, standards, processes and procedures.

### **User**

Each user shall, within his or her capabilities, protect information and system/network resources against occurrences of sabotage, tampering, denial of service, fraud, misuse or release of information to unauthorized persons. This includes protecting passwords and other account

information; following appropriate policies, standards, processes and procedures; and notifying appropriate authorities when incidents occur.

### **Data Owner**

Data owners (as defined by agency management) are responsible for authorizing access to data. Data owners approve all accesses to resources under their responsibility, judge the asset's value and label the data as such, and ensure compliance with applicable controls through regular review of data classification and authorized access. Data owners also assist in assessing the risks to the confidentiality, integrity and availability of applicable information and information resources.

### **System Administrator**

The term "system administrator" is used here in the general sense, and includes system, network, firewall and other technology administrators that provide technical support to specific systems or networks. System administrators monitor performance, provide problem determination and production support and perform system back-ups. Security-related responsibilities include but are not limited to ensuring that:

- Applicable patches, service packs and updates are installed;
- Only authorized software is installed via authorized means;
- Systems are developed and implemented in a secure manner, following established enterprise security policies, standards, processes and procedures;
- Approved security procedures are followed and established where necessary;
- Systems are recovered in a secure manner;
- Ad hoc system reviews are performed to identify unusual activity;
- Security administrators are notified of changes to software that might impact system security features before installation of those changes; and,
- Procedures for software license validation and virus testing have been followed.

### **Security Administrator**

Security administrators provide security-related administration tasks for critical systems. Where practical, separate system and security administration functions should exist; but in every case, both system and security administrative functions must be performed. When the system and security administration functions are performed by the same individual, care should be taken to ensure a secure approach is utilized. Security administration responsibilities include, but are not limited to:

- Development and implementation of system-specific security policies, standards, processes and procedures;
- Authentication (add, change, delete) services;
- Authorization (add, change, delete) services to provide access to applications;
- Generation and distribution of reports for monitoring access and potential security breaches; and,
- Developing incident handling procedures.

### **Database Administrator**

Database administrators ensure the confidentiality, integrity, and availability of databases under their control. Security responsibilities include, but are not limited to:

- Designing, developing, organizing, managing and controlling databases in accordance with applicable security policies; and,
- Recovering databases in a secure manner when damaged or compromised.

### **Application Developer**

Application developers develop secure applications consistent with established policies, standards, processes and procedures. Applications shall protect individual privacy, the confidentiality of electronic commerce information and the integrity of both the information it processes and the application itself. Applications must log significant security events, protect the log files appropriately and prevent co-mingling of data within the application.

## **ENTERPRISE INFORMATION SECURITY POLICY**

It is the information security policy of the State of Iowa that:

1. Each agency operates in a manner consistent with the maintenance of a shared, trusted environment within state government for the protection of individual privacy and the assurance of data and business transactions. Each agency shall not jeopardize the confidentiality, integrity or availability of the state enterprise; or the information stored, processed and transmitted by any state information systems.
2. Each agency follows established enterprise security policies, standards, processes and procedures, except where agency policy provides a higher level of security.
3. Each agency is responsible for developing policies, standards, processes and procedures to meet this policy. If it is determined that more stringent measures are needed, the agency is responsible for developing the policies, standards processes and procedures to meet that higher level of security.
4. Each agency will develop, implement, and exercise an agency business continuity plan. The plan will be based on asset criticality and be consistent with the enterprise business continuity plan.
5. Each agency will implement a security awareness, training and education program for all staff including both technical and non-technical staff. The term “program” is intentionally used here. Each agency is expected to offer an on-going, systematic training program using a system-wide approach. Every new employee will be provided basic information technology security training within three months of employment. All employees, including interns, contractors, temporary and part-time employees, must agree in writing to follow state and agency security policies before being authorized to access state computer resources.

6. Each agency is subject to an annual security audit to assure compliance with this and other enterprise level policies, standards, processes and procedures. An audit or review performed under another authority, such as the Internal Revenue Service, may be substituted if similar in scope and approved by the Chief Information Security Officer.
7. Each agency will have a vulnerability assessment performed on its information systems at least annually to gauge the effectiveness of security measures. Assessment results may be used to identify, prioritize, plan for and implement additional security measures and to update the agency risk assessment.
8. Each agency will have an information systems risk assessment performed at least every two years. This assessment will be used to identify, prioritize, plan for and implement additional security measures. The assessment methodology will be developed by the Information Security Office and made available to the enterprise.
9. Security requirements will be formally defined and addressed throughout the life cycle of all information technology projects, including business requirements definition, design, development, testing, implementation and operation.
10. Each agency Chief Information Officer will assure to the best of his or her ability that information systems under their control meet enterprise and agency security policies, standards, processes and procedures prior to being placed in production or after significant changes to the system. The Information Security Office will randomly assess the self-certification process and individual systems to ensure adherence to policy.
11. All agencies will comply with appropriate federal information security requirements. However, if federal or other requirements are inconsistent with established state policy or standard, in whole or in part, then the Chief Information Security Officer may grant a waiver from the inconsistent portions of state policy or standard. Requests for a waiver must be submitted in writing and demonstrate that granting the waiver will not result in undue risk for the enterprise or agency.
12. Individual privacy will be protected at all times according to established laws, policies and rules.
13. Monitoring of information system usage for malicious activity and misuse of government resources will be conducted by agencies per their established policies, or by the Department of Administrative Services, the Iowa Communications Network or other party at the request of the agency.
14. Each agency will report network changes affecting enterprise network security to the Information Security Office.
15. Agencies will report information security incidents that impact or could impact shared resources to the Information Security Office, following a common response plan

developed, implemented and exercised jointly by the Information Security Office and all agencies.

16. Computer resources and physical information, including but not limited to servers, desktops, laptops, network equipment, firewalls, hardcopies and tapes, have appropriate physical protections in place. Where possible, these resources should also be protected from structural and environmental threats.
17. Agencies will provide information to the Information Security Office describing all connections from their agency networks to outside resources including the Department of Administrative Services shared campus network, the Iowa Communications Network, private service providers, federal, local and municipal governments and other state agencies. Updates will be provided as changes occur.
18. Agencies will develop procedures for implementing system patches, configuration updates, and other measures necessary to protect systems from known vulnerabilities. The procedures will provide for adequate testing prior to implementation to reduce the risk of a negative impact, but also assure the updates are applied quickly enough to assure protection.
19. Requests for exemption from any of the requirements of this policy will be submitted in writing by the agency director to the Chief Information Security Officer prior to implementation.

## **RFP Exhibit B**

### **JCIO Member Agencies**

- Dept. of Administrative Services - Information Technology Enterprise (DAS ITE)
- Dept. of Corrections (DOC)
- Dept. of Education (EDU)
- Dept. of Human Services (DHS)
- Dept. of Natural Resources (DNR)
- Dept. of Public Health (IDPH)
- Dept. of Public Safety (IDPS)
- Dept. of Revenue (IDR)
- Dept. of Transportation (DOT)
- Iowa Veterans Home (IVH)
- Iowa Workforce Development (IWD)

## **RFP Exhibit C**

Summary of  
JCIO Survey on

Current  
Information Sharing Applications

1/16/06

<b>Data given to other agencies - CORRECTIONS</b>			
<i>System/application providing data</i>	<i>Agencies receiving data</i>	<i>Type of data sharing</i>	<i>Describe the data you share</i>
ICON	Board Of Parole	Web Application	Charges, treatment
	Bureau of Insurance Fraud		Demographics, address
	DHS- Child Support		Demographics, address
	Citizen's Aid/Ombudsman		Everything we have
	CJJP		Charges, supervision status
	DPS		Demographics, housing
	Police Dept – various		Charges, disciplinary action, gang affiliation
	Federal Probation/Parole		Charges, disciplinary action, gang affiliation
	Inspections and Appeals		Demographics, address
	State Library		Demographics
	Voc Rehab		Education status
	Appellate Defender's Office		Charges, disciplinary action
	DCI		Charges, disciplinary action, gang affiliation
<b>Data given to other agencies - DNR</b>			
Snowmobile	Public Safety	Access to IDMS files	Snowmobile Registrations
Boats	Public Safety	Access to IDMS files	Boating Registrations
Habitual Violators	Public Safety	Access to IDMS files	Habitual Hunting Violators
ELSI (Electronic Licensing)	Human Services	Online Access	License Sales
GIS – Iowa City	State Archeologist	GIS Map Code	Location Maps
Groupwise Mail System	DAS	Network Access	Email Addresses for Global Directory
SDWIS (State Drinking Water Information System)	Health Department	File Transfer	Fluoride Data/Inventory
<b>Data given to other agencies - DOT</b>			
DOT HRIS	DAS	File Transfer	DOT Employees in Telephone Book format (X198.D008)
DOT HRIS	DAS	File Transfer	DOT Active & Terminated Employees & Vacant Positions in ITE Payroll master format (X600.F0020)
DOT HRIS	DAS	File Transfer	DOT Active Employees in ITE Payroll master format for PMIS (X600.F0030)
DOT HRIS	DAS	File Transfer	DOT Vacant Positions in ITE Payroll master format for PMIS (X600.F0031)
DOT HRIS	DAS	File Transfer	DOT New Hire Employees in Child Support Recovery format (X600.F0060)



<b>Data given to other agencies – DOT, continued.</b>			
<i>System/application providing data</i>	<i>Agencies receiving data</i>	<i>Type of data sharing</i>	<i>Describe the data you share</i>
DOT HRIS	DAS	File Transfer	DOT Flexible Spending Account eligible employees (X522.U004.DOT)
DOT HRIS	DAS	File Transfer	DOT One Gift annual pledge amounts (X625.C801.DOTADDS)
DOT HRIS	DAS	File Transfer	Deferred Comp Deductions (X600.F0040)
DOT HRIS	DAS	File Transfer	DOT Payroll Warrants in ITE Individual Earnings format (X600.F0050)
DOT HRIS	DAS	File Transfer	One Gift deductions (X625.C351.DOTSEND)
DOT HRIS	DAS	File Transfer	Warrant Redemption File for Treasurer (X600.F0012)
DOT HRIS	DAS	S-FTP	Payroll Expenditures in IET format for I3 Financial (DOT_IET)
DOT HRIS	DAS	Online	Hiring Freeze Waiver
DOT HRIS	DAS	Online	Personnel Action
DOT HRIS	DAS	Online	Employee Information
DOT HRIS	DAS	Online	Warrant Information
DOT HRIS	DAS	Online	Position Change Request
DOT HRIS	DAS	Online	Time Sheet
DOT HRIS	DAS	Online	Expense Reimbursement
DOT HRIS	DAS	Online	Position Control
DOT HRIS	IDR	Online	Time Sheet
DOT HRIS	IDR	Online	Expense Reimbursement
Accounts Payable	DAS	Tape	Payment Vouchers (DMWARRNTS)
Accounts Receivable	DAS	Online	Cash Receipts
Accounts Receivable	DAS	Online	Expenditure Corrections
Accounts Receivable	DAS	Online	Claims Vouchers
Budgets	DAS	Online	Expenditure Budgets
Accounts Payable	IDR	Online	Payment Vouchers and Vendors
Purchasing	IDR	Online	Requisitions and Purchase Orders
Contractor Pay	IDR	Online	Construction Contracts and Progress Vouchers
Internal Billings	DAS	S-FTP	Revolving Fund Income and Expense (DOT_IET)
(Future) S273000 – Quarry Locations	DNR?	Geospatial - GIS	These are geometries and information about DOT approved quarries which may be shared in the future.
Road Centerlines	DNR, OTHERS?	Geospatial - GIS	See LRS people?

## RFP Exhibit C - JCIO Data Sharing Survey

PES/LAS	IDR	FTP	The Contracts Office FTP's monthly "Sales Tax Exemption" info to the IDR for contractors purchasing materials for state let projects.
DL System Batch Jobs	DHS, DPS	Catridge (wkly), FTP	Driver Master File
VR&T System Batch Job	DHS, DPS	DVD (wkly)	Vehicle Master File
DL System Batch Jobs	DNR, IWD	Cartridge (mnthly), FTP	Driver Master File
VR&T System Batch Jobs, FTP	DNR		Vehicle Select
Data given to other agencies - IDPH			
Vital Records	AAMVA	Birth records	AAMVA uses this data to verify information for the issuance of drivers licenses to minors.
Vital Records	DHS	Birth, Marriage and Death records	Interfaces with DHS's ICAR system for names and social security numbers of parents of children born out of wedlock and data for marriage and death records for benefits.
Data given to other agencies - IDPS			
IOWA System - Computerized Criminal History	SING	State of Iowa criminal	This provides a mechanism for DHS to know is a subject has a clean record
IOWA System - Computerized Criminal History	Judicial Branch & Clerk of Courts	RAP sheet information  Computerized Criminal History	RAP sheet information provided to Judges of subjects appearing before them.  Arrest data that does not have a deposition after four (4) years in the system.
IOWA System - Sex offender Registry	Public facing Internet via ITD server farm	Public Internet	Subjects that have been put on the Sex Offender registry
IOWA System - Missing Persons	Public facing Internet via ITD server farm	Public Internet	Missing Persons & Children
Incident Based Reporting of Crime Statistics	Criminal and Juvenile Justice Planning (CJJP) and the public facing Internet	Crime report incident data	This data is shared on the mainframe  Internet access of this data is in a flat file form for downloading.
Iowa Road Reports	Public facing Internet via ITD server farm	Road condition information	Road condition information

<b>Data given to other agencies – IDPS, continued</b>			
<i>System/application providing data</i>	<i>Agencies receiving data</i>	<i>Type of data sharing</i>	<i>Describe the data you share</i>
Iowa State Patrol Incidents/Crash information	Public facing Internet via ITD server farm	Iowa State Patrol Incidents/Crash information	Iowa State Patrol Incidents/Crash information
TraCs	IDOT	Crash Reporting – (MARS- The Iowa MARS form is in substantial compliance with the Model Minimum Uniform Crash Criteria (MMUCC)	See data type
TraCs	IDOT and the Judicial Branch	Electronic citations	See data type
TraCs)	IDOT	Motor Carrier Inspection Reporting – (VSIS)	See data type
TraCs	IDOT and the Judicial Branch	Operating While Intoxicated Reporting	See data type
Private Investigators& Security Guards/Bail Bonds Licenses	DHS	Private Investigators& Security Guards/Bail Bonds License holders (Companies & employees)	Used to look for deadbeat fathers
(POR) Peace Officer and Judges Retirement	DAS/ITE	Retirement dollar figures	Data is used to cut retirement checks to all retired peace officers and judges
	DRF	1099R IRS information	Tax information
<b>Data given to other agencies - EDUCATION</b>			
Community College Follow-up	Workforce Development	File given to IWD	Individual student records from Community Colleges matched with wage records from IWD. File containing Social security numbers forwarded by DE to IWD. IWD returns wage and industry information.
EASIER (Electronic Access System for Iowa Education Records)	School districts	File sharing	Files containing student names and demographic information sent to DE and DE returns uniquely assigned student identifiers to district. Each districts also submits individual student records to the DE to meet federal and state reporting requirements.

<b>Data given to other agencies - IDR</b>			
<i>System/application providing data</i>	<i>Agencies receiving data</i>	<i>Type of data sharing</i>	<i>Describe the data you share</i>
1. Tax Refund Offsets	<b>See Attached Table 1</b> on page 30	File Transfer	IDR and a number of agencies participate in a process to offset tax refunds and payments made from I3 Vendor file for debt owed to the agencies. <u>See Further Description In Data Received</u>
2. Collections	<b>See Attached Table 2</b> , pg 30	File Transfer	IDR serves as the collection agency for a number of agencies listed on <b>Table 2</b> . <u>See Further Description In Data Received</u>
3. I 3 Interfaces	DAS-SAE	Data Exchanges	IDR payments to taxpayers and local governments require an interface to and from IDR legacy applications and I3. These transactions occur periodically and include data necessary to update I3 Financial and to execute payments. The data provided includes accounting data required and entity information including taxpayer direct deposit information if not established in I3 Data is also received from and sent to I3 for “traditional budget and financial activities required of all agencies
4. Household Hazardous Material Affidavit Process	Natural Resources	File Exchange	<u>See Further Description In Data Received</u> Sales tax permit holders with specific SIC codes that do not hold an HHM permit are identified and mainframe file is created for use by DNR. The data provided to DNR includes name and address, and permit information, which is used in the affidavit approval process. <u>See Further Description In Data Received</u>
5. On Line Access to IRIS	Commerce Lottery DAS-SAE Workforce Development Human Services Atty. General	On Line	IDR also provides a limited number of agencies with access to IDR online application known as IRIS. These agencies are permitted the access under specific confidentiality agreements or statutory provisions  This access is in addition to access provided as needed for agencies participating in Tax Refund Offset program and Limited Access to reports available under Collection Program

<b>Data given to other agencies - IVH</b>		
<i>System/application providing data</i>	<i>Agencies receiving data</i>	<i>Type of data sharing</i>
MDS DATA	IFMC (Repository for CMS)	Resident medical assessment
		A core set of screening, clinical and functional status elements, including common definitions and coding categories, which forms the foundation of the comprehensive assessment for all residents of long-term care facilities certified to participate in Medicare or Medicaid.

<b>Data given to other agencies - IWD</b>		
<i>System/application providing data</i>	<i>Agencies receiving data</i>	<i>Type of data sharing</i>
Promise Jobs	DHS	Connect-Direct
Promise Jobs	DHS	Connect-Direct
Food Stamp Employment & Training	DHS	Connect-Direct
Food Stamp Employment & Training	DHS	Connect-Direct
UI Employer Wage Records	Revenue	Connect-Direct
UI Employer Wage Records	DHS	Connect-Direct
UI Benefits & Claims	DHS	Connect-Direct
UI Benefits & Claims	DHS	Connect-Direct
UI Benefits & Claims	DHS	Connect-Direct
UI Benefits & Claims	DHS	Connect-Direct
Workers' Comp	DHS	
	Department of Education	
	Economic Development	
UI Benefits & Claims	SSA	Userid/Transid
UI Benefits & Claims	IRS	Userid/Transid
UI Benefits & Claims	DOT	Userid/Transid
UI Benefits & Claims	Employment Appeal Board	Userid/Transid
		Monthly Component Report
		Promise Jobs Employment Follow up Report
		Failure and Cure Report
		Failure: Failed to report
		Cure: Reported later
		Quarterly Food Stamp Service Records
		Wage information for requested matches from the UI Employer Wage database
		Wage information for requested matches from the UI Employer Wage database
		Match of payments against UI benefit payments
		Quarterly Wage Extract for Child Support Recovery
		Quarterly Claims Extract for Child Support Recovery
		Daily UI Claims Monetary and Child Support Recovery Payments
		Workers' Comp Claim Information
		View wage, employer address and claim activity
		View wage, employer address and claim activity
		View wage, employer address and claim activity
		View wage, employer address and claim activity, employer tax, food stamp.

<b>Data given to other agencies – IWD continued.</b>		
UI Benefits & Claims	Dept. of Agriculture	Userid/Transid
UI Benefits & Claims	Voc. Rehab.	Userid/Transid
UI Benefits & Claims	Dept. of Public Safety	Userid/Transid
UI Benefits & Claims	Revenue	Userid/Transid
UI Benefits & Claims	Inspections & Appeals	Userid/Transid
UI Benefits & Claims	College Student Aid Commission	Userid/Transid
UI Benefits & Claims	Dept. of Commerce	Userid/Transid
		View wage, employer address and claim activity
		View wage and claim activity
		View wage, employer address and claim activity
		View wage, employer address and claim activity, employer tax
		View wage, employer address and claim activity
		View wage and claim activity
		View wage, employer address and claim activity

<b>Data given to other agencies - DHS</b>		
<i>System/application providing data</i>	<i>Agencies receiving data</i>	<i>Type of data sharing</i>
TXIX eligibility	IDPH	Mainframe file
TXIX eligibility/RTSS match	DAS/ITE	Mainframe file
TXIX eligibility	DIA	On-line screens
Data Warehouse/DSS	Department of inspections and appeals	Ad-hoc query
Data Warehouse/DSS	Department of Education	Ad-hoc query
Data Warehouse/DSS	Department of Public Health	Quarterly reporting
ISIS	Department of Elder Affairs	On-line access to the ISIS system
ISIS	Iowa Finance Authority	On-line access to the ISIS system
ISIS	Iowa Workforce Development	On-line access to the ISIS System
ISIS	Area Agency on Aging	On-line access to the ISIS System
		Medicaid eligibility data for children, for the Cares for kids program - EPSDT screening
		EC file for RTSS payments - claims previously paid by the Child welfare system and are now being claimed against Medicaid funds. This file is used in the I3 accounting system.
		Medicaid eligibility data on the SSNI screens. Auditors and fraud investigators use the Medicaid data.
		Medicaid claims, Medicaid Provider
		Medicaid claims, Medicaid Provider
		Medicaid claims immunization data
		Medicaid Waiver data
		Medicaid Waiver data
		Food stamp and FIP payment information
		Medicaid Waiver data

<b>Data given to other agencies – DHS, continued.</b>			
<i>System/application providing data</i>	<i>Agencies receiving data</i>	<i>Type of data sharing</i>	<i>Describe the data you share</i>
ISIS	County CPC's	On-line access to the ISIS System	Medicaid Waiver data
Accounts Receivable	County CPC's	Reports	A/R County billing data
Accounts Receivable	Area Education Agencies	Reports	A/R County billing data
Accounts Receivable	Local Education Agencies	Reports	A/R County billing data
Accounts Receivable	Department of corrections at Clarinda and Mt. Pleasant	On-line access to the A/R system	A/R County billing data
ICAR – Financial Process	Iowa Workforce Development	Flat file via Connect:Direct Hoover mf to IWD mf	We send a file daily to IWD. It includes Non Custodial Parents (NCPs), associated to child support cases that we are enforcing. The file is an electronic Income Withholding Order that contains the amount of the child support obligation, the SSN and name of the NCP and the child support case numbers (up to 7 cases)
ICAR – Targeted Case Collections Process	Dept of Revenue (DOR)	Flat file accessed directly; both on same mainframe	Payors who have an unpaid balance and have not made a payment in the last 90 days and whose obligation has ended. Data includes ICAR case number, NCP SSN, name, DOB, address, telephone, up to 3 employers, comments from the PAYOR screen. Also included: CP SSN, name, address, phone and the total number of children on the case, and (up to 8) children's names and DOB, the amount owed, and the last 9 payments that have been paid on the case.
ICAR – State Tax Process	Department of Revenue (DOR)	Flat file accessed directly; both on same mainframe	Weekly a file is sent to DRF containing Payors who are certified for State tax offset. File contains SSN, current date, agency number, name, FIPS code, account type, ICAR worker id and amount referred.
ICAR – License Sanction Process	Dept of Transportation (DOT)	Secure FTP (ITE) to DOT server	File releasing previously sanctioned (due to non-payment of child support) licenses. Data includes name, SSN, date of birth, ICAR case number, license number, 2 dates of actions. File putting a stop to current driver's licenses and motor vehicle registration. Data includes name, SSN, date of birth, etc.

<b>Data given to other agencies – DHS, continued.</b>			
<i>System/application providing data</i>	<i>Agencies receiving data</i>	<i>Type of data sharing</i>	<i>Describe the data you share</i>
ICAR – Warrant/EFT Process (pre-issue)	Department of Administrative Services I/3 System	Flat file accessed directly; both on same mainframe	Daily a file, commonly referred to as the pre-issue file is provided to DAS to produce warrants and EFT transactions. This file contains case number, accounting information, warrant amount, payee name, payee address, EFT type, direct deposit information and many other elements.
PJCASE	IWD	FTP Daily	Expense history and LBP start/stops/reactivates
PJCASE	IWD	FTP Daily	Referral of individuals needing to be referred to Job Services
IABC	Revenue	GDS Daily	Warrants issued for transportation, day care, special items
OPR	Revenue	GDS Mthly	Tax offset \$5 charge to take Iowa income tax
PJCASE	IWD	Online	Client
ETS (Eligibility Tracking System)	IWD	PROMISE JOBS Workers Have View Access to the Web App	ETS tracks a client's FIP usage and their FIP Hardship Approval and Denial Status.
InfoShare	IWD	PROMISE JOBS Workers have a copy of the FIP English and Spanish Modules of InfoShare	Not actually data, this application explains a clients rights and responsibilities.
FACS Family and Children Services Department of Human Services	Early Access Iowa Compass	Email sent with attached File	This file contains data on children who are under 3 years of age who have been identified in a founded or confirmed incident of abuse. This data is used to send letters to the families offering services that will help their infant or toddler grow and develop. Early ACCESS is a partnership between families and providers from the Iowa Department of Education, Iowa Department of Public Health, Iowa Department of Human Services, and Child Health Specialty Clinics. Families and staff work together in identifying, coordinating and providing needed services and resources.



<b>Data given to other agencies – DHS, continued.</b>			
<i>System/application providing data</i>	<i>Agencies receiving data</i>	<i>Type of data sharing</i>	<i>Describe the data you share</i>
FACS Family and Children Services Department of Human Services	DOE Department of Education	FTP File	This file contains county information on Specified State Ids supplied by the Department of Education. The ids are used to capture data from the FACS system. A file is then sent back to DOE.
STAR Statewide Tracking and Reporting Department of Human Services	SING Single Contact Repository Department of Administrative Services Information Technology Enterprise	Online Automated Access	SING sends STAR a Last Name and a Birth Date and/or a Social Security Number. STAR data is looked at to see if there is a match and if the person in question has been confirmed as a perpetrator for abuse.  SING is a repository of information necessary to accomplish on-line background checks. A web interface is used to interact with the Department of Public Safety to check a person's criminal history. Additionally, 3 abuse registries (Child, Dependent Adult, Sex Offender) can be checked along with over 40 license types.
FACS Family and Children Services Department of Human Services	Early Access Iowa Compass	Email sent with attached File	This file contains data on children who are under 3 years of age who have been identified in a founded or confirmed incident of abuse. This data is used to send letters to the families offering services that will help their infant or toddler grow and develop.  Early ACCESS is a partnership between families and providers from the Iowa Department of Education, Iowa Department of Public Health, Iowa Department of Human Services, and Child Health Specialty Clinics. Families and staff work together in identifying, coordinating and providing needed services and resources.

<b>Data given to other agencies – DHS, continued.</b>			
<i>System/application providing data</i>	<i>Agencies receiving data</i>	<i>Type of data sharing</i>	<i>Describe the data you share</i>
FACS Family and Children Services Department of Human Services	FICRB Foster Care Review Board  DIA Department of Inspections and Appeals	Hard copy reports: 1) Out of State Group Care by DHS Region Report 2) Out of State Group Care by Judicial District 3) Foster Care Review Board Monthly Report	Three reports are sent to FICRB. The reports contain data on clients who are in Foster Care. Child's demographic data, worker data, judicial district, county and region data reside on the reports.  The Foster Care Review Board empowers the citizens of Iowa to review cases, collect data and recommend changes to promote the safety and permanency of children who have been removed from the homes of their families. The Board meets on a monthly basis to review, report and make recommendations regarding children in foster care.
FACS Family and Children Services Department of Human Services	I-3 Integrated Information for Iowa Department of Administrative Services Information Technology Enterprise	Mainframe File	FACS sends I-3 data needed to produce and issue warrants to providers that provide services to clients within the FACS system.  The Integrated Information for Iowa or I/3 system is a web-based enterprise resource planning system with a single entry point for state budget, finance, e-procurement, human resources, payroll and benefits information.
FACS Family and Children Services Department of Human Services Data warehouse	CJJP Iowa Criminal and Juvenile Justice Planning	Online Access	Information is taken from the DHS data warehouse to create documents to use as a resource for child welfare/juvenile justice planning officials and youth serving agencies. It is a hope that this information provided can further state and local planning efforts for girls and youth of color as well as improve the overall variety of information available for select system services.

<b>Data given to other agencies – DHS, continued.</b>			
<i>System/application providing data</i>	<i>Agencies receiving data</i>	<i>Type of data sharing</i>	<i>Describe the data you share</i>
POSS Purchase of Service (Online Invoice/Provider Entry) Department of Human Services	I-3 Integrated Information for Iowa Department of Administrative Services Information Technology Enterprise	Mainframe File	Purchase of Service Data system is a mainframe computer system designed to maintain information on providers for certain services to the Department clients and to support payment of claims for the provisions of those services.  POSS sends a mainframe file to I-3 that contains data on providers. The data is used to update existing provider's data fields or to add new providers to the I-3 system. Providers must reside on the I-3 system for them to receive warrants.  POSS sends payment data to I-3 for child care and in home care services. I-3 issues the warrants.

<b>Data given to other agencies - DAS</b>			
#	<i>System/application providing data</i>	<i>Agencies receiving data</i>	<i>Type of data sharing</i>
1	DAS Finance Fixed Assets	All three branches receive and send system data?	Electronic data exchange, online screens, etc.?
2	DAS Finance Cash Register	Internal system for DAS?	Electronic data exchange, online screens, etc.?
3	DAS Finance RFP Registry	Internal system for DAS? All three branches receive system data?	Electronic data exchange, online screens, etc.?
4	Mail – GSE	All three branches receive and send system data?	Postage usage data from our Mail Management System to most state agencies with our postage billings.
			Restricted access
			Restricted access
			Restricted access
			Restricted / non-restricted access

<b>Data given to other agencies – DAS, Continued</b>				
#	System/application providing data	Agencies receiving data	Type of data sharing	Describe the data you share
5	Fleet / Risk – GSE	All three branches receive and send system data?	Mileage reimbursement, depreciation ledger balances with inventory, overdue maintenance, vehicle cost of operation data, and accident data are shared with state agencies from our Fleet/ Risk Management Information System. Vehicle mileage and maintenance data via internet to our Fleet Management Data System from most state agencies.	Restricted / non-restricted access
6	Oil Companies Reporting – GSE	All three branches receive and send system data?	Electronic data exchange, online screens, etc.	Restricted access
7	Purchasing – GSE - Bidding Contracts	All three branches receive and send system data?	Electronic data exchange, online screens, etc.	Restricted / non-restricted access
8	Vehicle Reservation – GSE	All three branches receive and send system data?	Electronic data exchange, online screens, etc.	Restricted access
9	Risk Management – GSE	All three branches receive and send system data?	Electronic data exchange, online screens, etc.	Restricted access
10	Personnel System – GSE	Limited to GSE use only?	Electronic data exchange, online screens, etc.	Restricted access
11	Purchasing – GSE	All three branches receive and send system data.	Electronic data exchange, online screens, etc.	Restricted / non-restricted access
12	Corporate Express / BT Billing – GSE	All three branches receive and send system data.	Electronic data exchange, online screens, etc.	Non-restricted access
13	Postage Billing – GSE	All three branches sent system data?	Electronic data exchange, online screens, etc.	Non-restricted access
14	TOYE (Door Card Management) – GSE	All three branches receive and send system data?	Electronic data exchange, online screens, etc.	Restricted access
15	Siemens Automation System – GSE	Used by GSE to monitor and maintain capitol complex buildings	Temperatures, Interior Lighting controls, HVAC Equipment controls	Restricted access
16	HRIS HRE/Accounting	Represents GSE updates to system	Employee Timesheet Input employee timesheet records for payroll	Restricted access

<b>Data given to other agencies – DAS, Continued</b>			
#	System/application providing data	Agencies receiving data	Type of data sharing
17	Design and Construction work process – GSE	Any agencies on capitol complex with design or construction projects	E-mails, spreadsheets, Word documents, etc
18	Applicant Tracking – HRE	All three branches receive and send system data.	Electronic data exchange, online screens, etc.
19	Comparable Worth – HRE	All three branches receive and send system data?	Electronic data exchange, online screens, etc.
20	Deferred Compensation (DEFC) – HRE	All three branches receive and send system data?	Electronic data exchange, online screens
21	Flexible Spending Accounts (FSA) – HRE	All three branches receive and send system data?	Electronic data exchange, online screens
22	Merit Billing – HRE	All three branches receive and send system data?	Electronic data exchange, online screens
23	Suggestion – HRE	All three branches receive and send system data?	Electronic data exchange, online screens
24	Administrative Rules (ART) – ITE		
25	Billable Time Reporting System – ITE	Only used by ITE?	
26	Clarify – ITE		
27	Consumable Inventory – ITE	All three branches receive and send system data?	
28	Enterprise A & A – ITE		
29	E-payment – ITE		
30	IDEA – ITE		
31	Online Payroll Warrants – ITE/SAE (Online Pay Stubs)	Individual employees access pay detail from a secure website	Payroll Warrant Detail  Some agencies have opted for online warrants in lieu of printed EFT pay stubs. SAE and ITE continue to work on bringing this to more agencies and their employees. Warrants Java front end gets the data from the mainframe.
32	PACE – ITE		
33	Education Reports – ITE	Only used by ITE?	

<b>Data given to other agencies – DAS, Continued</b>				
#	System/application providing data	Agencies receiving data	Type of data sharing	Describe the data you share
34	Employee Database – ITE	ITE use only		
35	Enterprise Server Inventory – ITE	ITE use only		
36	Exchange Mail Request – ITE	Only used by ITE?		
37	Iowa Interagency Training System – ITE	Only used by ITE?		
38	IP Database – ITE	Only used by ITE?		
39	JNMU – ITE	Only used by ITE?		
40	On-Call Website – ITE	Only used by ITE?		
41	PHP Code Promotion Utility – ITE	Only used by ITE?		
42	Printer Forms Setup (OPOI) – ITE	ITE use only		
43	Software Licensing Tracking (SLT) – ITE	ITE use only		
44	Tracks – ITE	Only used by ITE?		
45	TELE Website – ITE	All three branches receive and send system data?		
46	Driver's License Web Retrieval (WDLO) – ITE / DOT	All three branches receive system data?		
47	I/3 Budget – DOM	All three branches receive and send system data, Regents and DOT send monthly tapes.	Electronic data exchange, online screens, etc.	
48	I/3 HR/Payroll – HRE and SAE	All three branches receive and send system data, Regents and DOT send monthly tapes.	Electronic data exchange, online screens, etc.	Payroll is an interface to/from I/3 Financial. But the implementation of HR/Payroll onto I/3 has been deferred.
49	I/3 Accounting – SAE	All three branches receive and send system data, Regents and DOT send monthly tapes.	Electronic data exchange, online screens, etc.	
50	IFAS – SAE	All three branches receive and send system data, Regents and DOT send monthly tapes.	Electronic data exchange, online screens, etc.	

<b>Data given to other agencies – DAS, Continued</b>				
#	System/application providing data	Agencies receiving data	Type of data sharing	Describe the data you share
51	HRIS / Payroll – HRE, SAE	All three branches receive and send system data, Regents and DOT send monthly tapes.	Electronic data exchange, online screens, etc.	
52	Deferred Comp (DCOM) – SAE	All three branches receive and send system data?	Electronic data exchange, online screens, etc.?	
53	PTRU – SAE (Payroll Trustee Account)	DAS/Payroll only	Payroll Accounting	Info passed back from I/3 Financial; record of GAX, IETs, JVs, JVs, CR's.
54	HRIS/Payroll - AFSCME dues deduction file – SAE	AFSCME	ITE e-mail	Executive Branch employees with payroll deductions for union dues, 1 x PP
55	HRIS/Payroll - AFSCME Demographic Report – HRE	AFSCME	Downloaded to a CD-rom	Executive Branch employees covered under the CBA, not just dues-paying members 1 x month
56	HRIS/Payroll – IUP	IUP Union		IUP covered employees, demographic information, 1 x month
57	HRIS/Payroll – IUP rates file	IUP Union		When rates change, usually 2 x year
58	HRIS/Payroll - Individual Earnings File - SAE	Auditor, Legislative Services Agency, Dept. of Management	All Central Payroll employee warrant detail	ALL departments' employees' detail, 1 x PP
59	HRIS/Payroll - Individual Earnings File - SAE	Various state agencies	Employee warrant detail	For the employees of the specific department receiving the data, 1 x PP
60	HRIS/Payroll – Individual Earnings File	Budget	All Central Payroll employee warrant detail	1 x Week
61	HRIS/Payroll - Automatic Time Sheets – ITE and SAE (HRIS)	Input <b>from</b> 9 different state	Time Reporting	1 x PP; data loaded and HRIS time sheets created
62	HRIS/Payroll - Time Reporting and Work Reporting Detail	IWD, DNR, DAS, IDPH	Timesheet detail	1 x PP
63	HRIS/Payroll -	Wellmark	Enrollee information; deductions	Health Billing file created monthly
64	HRIS/Payroll – Credit Union	Community Choice Credit Union	Employee deductions	1 x PP
65	HRIS/Payroll – Credit Union	Comm. Choice Credit Union	Employee name and address info	1 x PP

**Data given to other agencies – DAS, Continued**

#	System/application providing data	Agencies receiving data	Type of data sharing	Describe the data you share
66	HRIS/Payroll –	Deferred Comp System		Employee data of active employees; deduction information (multiple interfaces to and from Deferred Comp and HRIS/Payroll systems).
67	HRIS/Payroll -	Dept. of Human Services	New Hire Data	Required of all employers, reporting of new hires for Child Support Recovery, 1 x PP
68	HRIS/Payroll – Vacant Position File	Natural Resources		Position information, 1 x PP
69	HRIS/Payroll – TELE (2 interfaces)	DAS/GSE and DOT		1 x PP, Employee information with telephone data
70	HRIS/Payroll – Flexible Spending	ASI, 3 <sup>rd</sup> party administrator for the FSA programs	Employee information and deduction information	Multiple interfaces to and from HRIS/Payroll and vendor that administers the State's Flex Spending program.
71	HRIS/Payroll – IPERS	Report	Wage reporting of all IPERS covered employees on Central Payroll	Quarterly wage reporting
72	HRIS/Payroll – OLQ & CA Server Views	Various agencies	Payroll data	1 x month
73	HRIS/Payroll – PMIS			Several interfaces with Salary information, used for Salary and Budget Forecasting (SPM)
74	HRIS/Payroll – W2 File	Dept. of Revenue	Annual W-2 info	1 x year
75	HRIS/Payroll – W2 File	IRS / SSA	Annual W-2 info	1 x year
76	HRIS/Payroll – SSA Verification File	Social Security Administration	Name, SSN, Date of Birth and Gender Match	1 x quarter; mismatches are communicated back to us via an interface
77	HRIS/Payroll – Risk Management	DAS/ITE and GSE		Employee information, 1 x PP, used to match DOT drivers' license information
78	HRIS/Payroll – IWD	Workforce Development	Employee Wage Info	Quarterly Wage Reporting
79	HRIS/Payroll – UCeXpress	UCeXpress	Employee Wage Info	Quarterly Wage Reporting; they represent the State in unemployment matters



<b>Data given to other agencies – DAS, Continued</b>			
#	System/application providing data	Agencies receiving data	Type of data sharing
80	Garnishments – SAE	None	Describe the data you share Used internally in SAE/Payroll only; interfaces to HRIS for employee deductions
81	One Gift – SAE and HRE	Used by all Exec Branch agencies	The ONEG system is used to enter pledge data, calculate payments and interface to HRIS for employee deductions and to I/3 Financial to pay One Gift vendors.
82	Savings Bonds – SAE	U.S. Treasury / Federal Reserve Bank	All agencies use BOND system to enter employee deduction data; that interfaces with HRIS for employee deductions
83	SPOC – SAE	DAS/Payroll and Public Safety	SPOC Retirees funds for payment of insurances post-retirement
84	Trustees – SAE? Revenue?		
85	Wage Assignments – SAE	None	Used internally in SAE/Payroll only; interfaces to HRIE for employee deductions
86	1099 MISC Reporting	Department of Revenue	1099 MISC payment detail is made available to payee/recipients
87	Architects License (ARCH) – Commerce		
88	Board of Accountancy Licensing (ACCL) – Commerce		
89	FIDM – Human Services	Only used by DHS?	
90	ICAR / ICIS Web Application – Human Services	Only used by DHS?	
91	ICIS – Judicial Branch		
92	Iowa ECDB - Lobbyist & Client Registration thru Web – Ethics & Campaign Disclosure	Only used by ECDB?	
93	Iowa ECDB – Scanned Reports – Ethics & Campaign Disclosure	Only used by ECDB?	

<b>Data given to other agencies – DAS, continued.</b>				
#	System/application providing data	Agencies receiving data	Type of data sharing	Describe the data you share
94	Iowa ECDB – Schedule Reports – Ethics & Campaign Disclosure	Only used by ECDB?		
95	Iowa ECDB (lobbyist & Client Registration) Web Reporting – Ethics & Campaign Disclosure	Only used by ECDB?		
96	Insurance Licensing – Commerce-Insurance	Only used by Commerce-Licensing?		
97	Long Term Care – Elder Affairs	Only used by Elder Affairs?		
98	NAPIS – Elder Affairs	Only used by Elder Affairs?		
99	Unmet Needs – Elder Affairs	Only used by Elder Affairs?		
100	Grants - Governor's Alliance on Substance Abuse	Only used by GASA?		
101	Governor's Parole Requests – Governor's Office	Only used by IGOV?		
102	PUMP – Human Services	Only used by DHS?		
103	Medicaid Fraud – Inspections & Appeals	Only used by Inspections & Appeals?		
104	Food Inspections on the Web – Inspections & Appeals	Only used by Inspections & Appeals?		
105	SINGLE Repository (Abuse Registry) – Inspections & Appeals	Only used by Inspections & Appeals?		
106	Time Report – Inspections & Appeals	Only used by Inspections & Appeals?		
107	Loan Defaulters – College Aid	Only used by ICSAC?		
108	Scholars – College Aid	Only used by ICSAC?		
109	State Tax Offset – College Aid			
110	Board of Nursing online license renewals – Public Health			
111	Budget – Management	Still active?		
112	City Budgets – Management	Still active?		
113	County Budgets – Management	Still active?		
114	Misc. Budgets – Management	Still active?		
115	School Budgets – Management	Still active?		

<b>Data given to other agencies – DAS, continued.</b>				
#	System/application providing data	Agencies receiving data	Type of data sharing	Describe the data you share
116	Township Budgets – Management	Still active?		
117	Valuations & Budgets – Management	Still active?		
118	PMIS – Management	Only used by Management?		
119	Civil Rights Case Management – Civil Rights	Only used by Civil Rights?		
120	Valuations & Budgets – Management	Still active?		
121	ABDT – Tobacco Enforcement Project – Commerce	Only used by Commerce?		
122	Real Estate Appraisers (REAP) – Commerce	Only used by Commerce?		
123	Real Estate License (RECA, RECB, RECC) – Commerce	Only used by Commerce?		
124	IPERS Annual Prints – IPERS	All three branches receive system data?		
125	Legislative Labels (ASF Table) – Management, Natural Resources, Education			
126	Medical Examiners License Renewal – Commerce? Public Health?			
127	Security (SECU) – Revenue? SAE?	Only used by Revenue? All three branches receive system data?		
128	Sex Offenders Web Page Print (iowasexoffenders.com) – Public Safety	All three branches receive system data?	SOAP	Iowa's data is accessible via SOAP to the national sex offender registry.
129	Telephone Directory – ICN	All three branches receive system data?		
130	Voter Registration (VOTE) – Secretary of State	All three branches receive system data?		
131	WIC – Public Health	Public Health use only		

<b>Data received from other agencies - CORRECTIONS</b>			
None entered			
<b>Data received from other agencies - DNR</b>			
<i>System/application receiving data</i>	<i>Agencies giving data</i>	<i>Type of data sharing</i>	<i>Describe the data you share</i>
Smoking Tailpipe	DOT	Data Cartridge	Motor Vehicle Registrations
E85 Vehicle Information	DOT	Mainframe Files	Motor Vehicle Registrations
DNR IFAS sub-system	DAS	File Transfer	All DNR-related accounting transactions
DNR HRIS sub-system	DAS	File Transfer	Payroll activity codes
Authorized DNR Users	DOT	Web Access	Motor Vehicle Registrations
Authorized DNR Users	DOT	On-Line Mainframe	Drivers License Information
Authorized RESV Users	DAS	On-Line Mainframe	State Car Reservations
DNR Payroll	DAS	On-Line Mainframe	Payroll and personnel information
DNR Payroll	DAS	File Transfer	Payroll Employee Information
IDEA	DAS	On-Line Mainframe	Authorized 'T' numbers
Water Quality	UI Hygienic Lab	FTP	Water Quality Monitoring
ELSI (Electronic Licensing)	DOT	Data Cartridge	Drivers License Information
IA Waste Exchange Program Liaison	DED	Web Access	Iowa Waste Exchange material matches
OPCERT (Operator Certification for the Water Supply Section)	UHL	File Transfer	Lab Certifications
SDWIS-State Drinking Water Info Sys	UHL	File Transfer	Analytical Results from Water Supply Section
<b>Data received from other agencies - DOT</b>			
Phone Book	DAS	File Transfer	Statewide Payroll Employees in Telephone Book format (X198.D007)
HRIS	DAS	File Transfer	Statewide non-DOT payroll names and positions numbers (X552.H805)
Accounts Payable	DAS	File Transfer	Warrant Numbers for paid claims (X344.AFTISSUE)
Accounts Payable	DAS	File Transfer	Income Offset Vendors (X344.LIABILIT)
Financial Controls	DAS	E-mail	Expenditure Controls
DL System Batch Jobs	IDR	FTP	Stops
NON DOT Quarry information – Soils data, Color IR imagery, many other GIS features	DNR	Geospatial – GIS	Most GIS features from the DNR are replicated into our enterprise databases.
<b>Data received from other agencies - IDPH</b>			
None entered			

<b>Data received from other agencies - IDPS</b>			
<i>System/application receiving data</i>	<i>Agencies giving data</i>	<i>Type of data sharing</i>	<i>Describe the data you share</i>
IDOT – Vehicle Registration	IDOT	Vehicle Registration	Data shared with law enforcement
IDOT – Drivers Licenses	IDOT	Drivers Licenses	Data shared with law enforcement
ICON	Corrections	Probation/Parole	Data shared with law enforcement
Incident Based Reporting of Crime Statistics	Criminal and Juvenile Justice Planning (CJJP)	Data warehouse	Historical data
ICIS	Judicial Branch	Court depositions	This data is received from the courts and processed into the subjects criminal history.
ICON	DOC	Offenders movement within the state	Such data is entered and tracked with the subjects criminal history
<b>Data received from other agencies - EDU</b>			
None entered			

<b>Data received from other agencies - IDR</b>		
<i>System/application receiving data</i>	<i>Agencies giving data</i>	<i>Type of data sharing</i>
1. Tax Refund Offsets	See Attached Table 1 on page 30	File Transfer
<p>IDR and a number of agencies participate in a process to offset tax refunds and payments made from I3 Vendor file for debt owed to the agencies. The process involves the transfer of data and agency access to two account management systems.</p> <p>Data is provided by agencies to a file maintained by DAS-ITE known as Offset file.</p> <p>Data includes agency identification entity identification and information regarding debt (ex: date of debt and amount of debt). These file exchanges occur regularly at different sequences depending on agency. Two separate applications are used to match the debt against tax refunds and against payments made via I3 to vendors.</p> <p><u>Additional explanation provided in notes following table</u></p>		

<b>Data received from other agencies – IDR, continued.</b>				
<i>System/application receiving data</i>	<i>Agencies giving data</i>	<i>Type of data sharing</i>	<i>Describe the data you share</i>	
2. Collections	<b>See Attached Table 2</b> on page 30.	File Transfer	IDR serves as the collection agency for a number of agencies listed on <b>Table 2</b> . The process involves the identification of the debt, inclusion of the debt into the IDR mainframe Collections System, collection activities performed by IDR and notification of the agency of the status of the debt. The System has a companion file exchange explained below where files are shared with DOT- Vehicle Registration Systems to permit DOT to “stop” issuance of a license or permit until debt is satisfied  <u>Additional explanation provided in notes following table</u>	
3. I 3 Interfaces	DAS-SAE	Data Exchanges	IDR payments to taxpayers and local governments require an interface to and from IDR legacy applications and I3. These transactions occur periodically and include data necessary to update I3 Financial and to execute payments. Data received from I3 includes data that indicates transaction status including date and warrant number Data is also received from and sent to I3 for “traditional budget and financial activities required of all agencies	
4. Household Hazardous Material Affidavit Process	Natural Resources	File Exchange	DNR provides IDR with file of affidavits from retailers that permits IDR to update its tax registration files regarding the applicability of the HHM permit process to the account	

<b>Data received from other agencies – IDR, continued.</b>			
<i>System/application receiving data</i>	<i>Agencies giving data</i>	<i>Type of data sharing</i>	<i>Describe the data you share</i>
5. Compliance	DAS-SAE Iowa Workforce Alcoholic Beverage Division, Department of Commerce	Transformed and Loaded to IDR Data Warehouse	IDR receives data from agencies for use in its tax non-compliance. The data is transformed from and loaded to the IDR Tax Gap Data Warehouse. The data includes 1. DAS-SAE- Vendor and Payroll Ledger Information 2. Iowa Workforce Development 3. Alcoholic Beverage Division, Department of Commerce.  The data received varies by tax type and generally includes agency identification, (entity identification such as name and address) and other relevant information including type of license issued
6.DOT Motor Vehicle Use Tax Registration	DOT	Transformed and Loaded to IDR SD Server	Monthly a file of vehicle registration information is obtained from DOT. The file includes data regarding recent motor vehicle transactions and is used for compliance activities
7. DOT International Registration Program	DOT	File Transfer	Specific data is obtained on an irregular basis from DOT to support the compliance of interstate trucking companies compliance with vehicle use tax requirements
8. DOT Tax Exemption	DOT	File Transfer	DOT provides a file periodically of registered exempt contractors which is interfaced into a database which was developed for purposes of government units identifying these registered contractors who are eligible for a purchasing selected products. Other local governments have elected to register their contractors online
9. On Line Access			IDR receives online access to a number of applications as indicated below:
	DOT	On Line	Drivers License and Vehicle Registration
	Workforce Development	On Line	Wage and Employer/Employee Records
	Human Services	On Line	Centralized Employer Registry

<b>Data received from other agencies - IVH</b>			
<i>System/application receiving data</i>	<i>Agencies giving data</i>	<i>Type of data sharing</i>	<i>Describe the data you share</i>
<u>Medical Records</u>	VA Des Moines, VA Iowa City, VA Knoxville	Report downloads	Medical record data, reports of appointments, and tests.
<b>Data received from other agencies - IWD</b>			
Promise Jobs	DHS	Connect Direct	Promise Jobs Job Referrals
Promise Jobs	DHS	Connect Direct	Promise Jobs Expense Allowances
Promise Jobs	DHS	Connect Direct	Promise Jobs Child Care and Day Care Information
Food Stamps Employment & Training	DHS		Food Stamp Referrals
UI Benefits & Claims	DHS	Connect-Direct	Daily Child Support / Reverse-Resync Records
UI Benefits & Claims	Revenue	Connect-Direct	Daily UI payment after issue records
UI Benefits & Claims	Revenue	Connect-Direct	Monthly cancelled and outdated warrant records
UI Overpayments	Revenue	Connect-Direct	Monthly Income Tax Offsets for Overpayments
UI Investigations & Recovery	Corrections		
	Inspection & Appeals		
	Commerce		
	DOT		
	Public Safety		
UI Staff, Field Staff	DOT	Userid/MF	Driver's License
UI Staff, Field Staff	DOT Web	Website	Vehicle Registration
UI Staff	DRF	Userid/MF	IRIS
Investigations & Recovery	Corrections	Userid/MF	ACDS – Public Information Screens
PJ Staff	DHS	Userid/MF	IABC PJ Information
PJ Staff	DHS	Userid/MF	SSAI Appeals Records
Fin. Mgmt	DOM	Userid/MF	IFAS – Financial - I3
Employee Services	DAS- HRE	Userid/MF	Payroll
Field Staff	DHS	Userid/MF	ICER – Iowa Centralized Employee Registry
UI Staff	DRF	Userid/MF	OFFS/OUTS
<b>Data received from other agencies - DHS</b>			
<i>System/application receiving data</i>	<i>Agencies giving data</i>	<i>Type of data sharing</i>	<i>Describe the data you share</i>
<u>Data Warehouse/DSS</u>	Iowa Workforce Development (IWD)	Data File	Data match to FIP payment



<b>Data received from other agencies – DHS, continued.</b>			
<i>System/application receiving data</i>	<i>Agencies giving data</i>	<i>Type of data sharing</i>	<i>Describe the data you share</i>
TXIX eligibility	IDRF	Mainframe file	Entities Delinquent on state taxes - this data is passed on the Medicaid Fiscal Agent, to match against when adjudicating Medicaid claims
ICAR – Financial Process	IWD	Flat file via Connect:Direct from IWD mf to Hoover mf	Daily ICAR receives a file from IWD of people who have filed for Unemployment benefits (UI) or NAFTA extended benefits (TRA). The file contains the claimant's SSN, name, address, the benefit year end date, type of benefit (UI or TRA).
ICAR/Vitals Web Application	Department of Health – Vital Statistics (BVR)	Flat file direct access; both on same mainframe	Monthly ICAR receives two files from Bureau of Vital Records. One file contains marriage records and the other contains death records. The death file contains the death certificate number, deceased name, date of death, sex, date of birth, location, marital status, social security number, residence at time of death, and manner of death. The marriage file contains marriage certificate number, county license was filed, groom and wife's name before marriage, name after marriage, date of birth, social security number, marriage date, marriage county and date marriage license was filed.  This information is matched against the child support database and child support records are updated accordingly. This information is also exported to a DHS-EN SQL database and displayed via an intranet web site.
ICER – Iowa Central Employer Registry	DAS Centralized State Payroll and DOT Payroll	Tape cartridge loaded to Hoover mainframe.	New hire data containing Employer FIN, Employee SSN, Employee date of birth, Employee name, Employee address, insurance indicator (whether or not the employee is eligible for employer-provided health insurance), insurance available date (if available), hire date.
ICAR – Location Process	IPERS/MFPRS	Tape cartridge loaded to Hoover mainframe.	Information about people receiving benefits. Data includes NCP SSN, name, address and type of benefit
ICAR – Core Case Process Info	Department of Public Safety (DPS) and Child-Abuse registry (STAR and ACAN systems)	ICAR reads DPS, STAR and ACAN files directly; same mainframe	Information about victims and offenders when there is a risk or history of violence. Data includes SSN, name, date of birth and risk role (victim or offender)

<b>Data received from other agencies – DHS, continued.</b>			
<i>System/application receiving data</i>	<i>Agencies giving data</i>	<i>Type of data sharing</i>	<i>Describe the data you share</i>
ICAR – Location Process	Iowa Dept of Transportation (DOT)	This file is received on a CARTRIDGE from ITE and loaded to Hoover mainframe.	Weekly a driver license database master backup file from DOT is drivers license data that is matched against ICAR. Data includes: driver's license number, name, SSN, date of birth, issue date, expiration date and type of license, address
ICAR – Location Process	Iowa Dept of Transportation (DOT)	This file is received on DVD by ITE & FTP'd to Hoover mainframe.	Weekly a motor vehicle database master file contains motor vehicle data that is matched against ICAR. File contains SSN, name, date of birth and address.
ICAR – Case Management Process	Dept of Public Health (DPH)	DPH creates a file for direct access; same mainframe.	Birth certificate data including child's name and date of birth, mothers maiden name, SSN, address, fathers name and SSN, birth certificate year and number. This file is used to attempt matches to children on ICAR using child information and parent information.
ICAR – State Tax Process	Department of Revenue (DOR)	Flat file is created for direct access; both on same mainframe	File contains Payors that were certified for State tax offset. SSN, tax year, filing status to indicate if the refund was filed jointly, offset amount and case number.
ICAR/State Case Registry	Judicial / Clerk of Courts	File FTP'd from Courts Network Server to DHS-EN FTP Server.	A file is transmitted to the server daily from the Clerk of Courts. File contains add, modify and delete records for payors, payees, and children. Data elements contained in the file are name, address, city, state, zip, social security number, date of birth, aliases, and additional social security numbers. If the appropriate criteria is met, this information is extracted from the State Case Registry database and is transmitted by flat file to the mainframe to create a skeleton child support case of update an existing child support case, if one already exists.

<b>Data received from other agencies – DHS, continued.</b>			
<i>System/application receiving data</i>	<i>Agencies giving data</i>	<i>Type of data sharing</i>	<i>Describe the data you share</i>
ICAR – License Sanction Process	Dept of Commerce, DNR, DOT, DPS, Racing and Gaming, Dept of Health, Inspection and Appeals	Flat files on CD, diskette or e-mail	List of individuals holding various professional licenses, driver's licenses or motor vehicle registration records to match against. Data includes, name, SSN, address (if available), type of license held and starts the potential legal process of sanctioning the individuals professional license, drivers license or vehicle registration.
ICAR – Location & Enforcement Processes	Dept of Corrections (DOC)	File is FTP'd from DOC server to DHS-EN server.	List of individuals in the Correctional System. Data includes name, SSN, date of birth, employer, DOC number for further processing if a match is found.
ICAR – Warrant/EFT Process (after issue)	Department of Administrative Services	Flat file direct access; both on same mainframe	Daily file, commonly referred to as the 'after issue file' is received from DAS. This file is used to update ICAR with the warrant information. The file contains the series code, department code, account number, warrant amount, social security number, issue document number, issue date, issuing person's name, warrant number and a few other elements.
PIEX/PADX On Line View	Workforce Development (IWD); Dept of Transportation (DOT)	CICS online application query to DOT/IWD via connect:direct	Online view system which is initiated by a query to IWD or DOT. From IWD, we access the individuals' by SSN, to get name, address, unemployment information, employer & wage info. From DOT we can access by SSN or individuals name, to get address information. DOT online access will go away in Spring 2006. IWD will be the only direct access done via PIEX after that point of time.
IWD	IABC	FTP Mthly	Wage information
DOT	IABC	Tape mthly	Vehicle registration of cars owned
DOT DLIC	DHS	Online	Drivers license information of all Iowa drivers
IWD WAGEA	DHS	Online	Wage information of Iowa employers/employees
IWD	Research & Statistics (This is the part we want to put in PJCASE) it is the case mgmt part so we know what IWD to get this person self-sufficient	FTP daily	Components of client participation in any program they are involved in such as schooling, day care, job search, whatever it takes to get this person self-sufficient

<b>Data received from other agencies – DHS, continued.</b>			
<i>System/application receiving data</i>	<i>Agencies giving data</i>	<i>Type of data sharing</i>	<i>Describe the data you share</i>
STAR Statewide Tracking and Reporting Department of Human Services	VRT (Vehicle Registration And Titling) Iowa Department of Transportation	Online Manual Access	STAR workers receive calls from citizens reporting suspected abuse. At times the only information the citizen has is a license plate number. STAR workers access the Vehicle Registration And Titling system in an effort to track names of people who are suspected of abuse.
FACS Family and Children Services Department of Human Services	DLIC (Driver License) Iowa Department of Transportation	Online Manual Access	The Driver License System is accessed manually for the purpose of validating address information as well as Social Security Numbers.
FACS Family and Children Services Department of Human Services	DOE Department of Education	FTP file	This file contains State Ids. It is used to gather county information from Family and Children Services.
FACS Family and Children Services Department of Human Services	I-3 Integrated Information for Iowa Department of Administrative Services Information Technology Enterprise	Mainframe File	I-3 sends information to FACS regarding warrants that have been issued and sent to providers for clients who receive services within the FACS system. FACS uses this data to complete the issuance process.

<b>Data received from other agencies - DAS</b>	
None entered	

### Survey notes from IDR:

#### **1. Offset Application:**

As indicated a number of agencies participate in an initiative where data is provided to the Offset file maintained by DAS SAE& ITE and used to match against pending tax refunds and payments made via the state vendor payment application. From the IDR perspective however the file exchange is maintained by DAS-SAE & ITE and IDR is simply a user of the file. The list is comprehensive and consists of over 70 entities or programs. From the IDR perspective the principal agencies are listed in Table 1 below as these are the agencies which are working directly with Tax Refund Application maintained by IDR.

**Table 1**

DHS - Child Support Recovery	Iowa Workforce Development
Inspections and Appeals - Overpayment Recovery	Department of Corrections
College Aid	Department of Transportation
Judicial - District Court	DAS-State Accounting Enterprise (ITE)- represents numerous agencies in the management of offset against vendor payments
Iowa Lottery	

**Table 2**

DHS – Child Support (Portion)
Judicial - District Court
College Aid
Iowa Workforce Development
Iowa Department of Transportation
Department of Natural Resources

**Tax Refund Matches:**

The process steps include:

- Data file is provided by DAS –ITE to IDR for use in matching against tax overpayments prior to their issuance. In a limited number of instances the data is provided on listings which must be captured by DAS-SAE.
- IDR updates file on presence of match.
- For matched records, IDR provides either a file to agencies indicating matches, or provides listings to agencies indication matches.
- Updating of Account Status is done against online IDR mainframe application known as OFFS.
- IDR staff & other agencies have online access while other agencies provide DAS-SAE with information to permit their updating of the file online
- IDR provides from OFFS application a record of updated transactions for agencies to update their debt records; DHS and other agencies receive information via file transfer while others are provided a listing
- Fund transfers are completed periodically from IDR tax accounts to the participating agencies accounts for the amount of debt offset

**Vendor Payments:**

A similar process is completed for payments to be made from I3 vendor payment system; however the participating agencies provide the information to DAS-SAE who interfaces with the Vendor file to release or stop the payment. Notification is provided by DAS-SAE to the participating agencies. Table 1 above provides a listing of the agencies participating. These file exchanges occur regularly at different sequences depending on agency.

**2. Collections Activities:**

As noted above, IDR serves as a principal debt collection service for debt owed to IDR and several state agencies listed in Table 2 above. The file interfaces includes receipt of debt from the agencies and subsequent notification of agencies of the status of debt during the collection process. The data received by IDR includes agency identification, entity identification, and information regarding debt (ex: date of debt and amount of debt). This debt is imported into IDR collections system and prioritized for collection activity. Updates to agencies on the collection activity are provided periodically. In all cases these are performed electronically. IDR provides accounting transactions periodically to transfer funds collected for agencies.